United States Court of Appeals

for the Second Circuit

APPENDIX

ORIGINAL

75-4266

B
P/S

United States Court of Appeals
FOR THE SECOND CIRCUIT

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO and NEW YORK SHIPPING ASSOCIATION, INC.,
Petitioners,

v.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

ON PETITION TO REVIEW AND SET ASIDE AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

JOINT APPENDIX
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249 Press of Fremont Payne, Inc., 417 Canal St., N. Y.—966—6570

UNITED STATES COURT OF APPEALS
FILED
JAN 23 1976
A. DANIEL FUSARO, CLERK
SECOND CIRCUIT

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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

CIVIL ACTION
No. 73 Civ. 3181 M.P.

PETITION OF FMC TO INTERVENE AND FOR STAY OF CONFIRMATION OF ARBITRATION AWARD

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION AFL-CIO, and NEW YORK SHIPPING ASSOCIATION, INC.,

Petitioners,

v.

SEA-LAND SERVICE, INC.,

Respondent.

TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK:

COMES NOW the Federal Maritime Commission, (FMC) by its attorneys, and requests this honorable Court, pursuant to Rule 24(a) of the Federal Rules of Civil Procedure, to grant it leave to intervene as a respondent in the above-entitled case on the grounds that the FMC has exclusive primary jurisdiction over the Shipping Act, 1916 (46 U.S.C. 801, *et seq.*) and the Intercoastal Shipping Act, 1933 (46 U.S.C. 843, *et seq.*), violations of which may result from or be condoned by the Court's confirmation of arbitration award, h rein, and the Court is further requested to stay these proceedings until the FMC has made a final determination as to the legality of the Rules on Containers, which are the subject of the arbitration award for which confirmation is sought herein.

Petitioner's (CONEX) Exhibit "P-18B".

1. The FMC is the independent regulatory agency created by Congress to administer and enforce the Shipping Act, 1916, and the Intercoastal Shipping Act, 1933, and to regulate shipping activities falling within provisions of those Acts.

2. Petitioner, International Longshoremen's Association, AFL-CIO (ILA), a labor organization, is the duly-certified collective bargaining representative for employees involved in longshore labor in the Port of New York. The ILA is responsible for the negotiation and administration of the collective bargaining agreements entered into with the New York Shipping Association, Inc. (NYSA) and all Trust Agreements arising therefrom providing for the collectively-bargained employee fringe benefits.

3. Petitioner, New York Shipping Association, is a not-for-profit corporation which is a multi-employer bargaining association negotiating and administering collective bargaining agreements entered into with the ILA covering the terms and conditions of employment for longshore labor in the Port of New York and vicinity and all Trust Agreements arising therefrom providing for the collectively-bargained employee fringe benefits.

4. Respondent, Sea-Land Service, Inc. (Sea-Land), is a common carrier by water in intercoastal commerce and interstate commerce as defined in the Shipping Act, 1916, and the Intercoastal Shipping Act, 1933, and as such is subject to the jurisdiction of and regulation by FMC. Sea-Land is also a member of NYSA and is bound by the terms and provisions of the aforesaid collective bargaining agreement.

5. The Council of North Atlantic Steamship Associations (CONASA) is an unincorporated multi-employer bar-

Petitioner's (CONEX) Exhibit "P-18B".

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SOUTHERN DISTRICT OF NEW YORK

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5. The Council of North Atlantic Steamship Associations (CONASA) is an unincorporated multi-employer bar-

gaining association, whose members are various employer shipping associations, including NYSA, and is the bargaining representative for its member associations with ILA on seven master contract items including Rules on Containers.

6. On March 15, 1973, the CONASA-ILA Rules on Containers were filed by Sea-Land with the FMC as proposed amendments to their tariffs covering shipments between the East Coast and Gulf Ports, respectively, and Puerto Rico (Affidavit of Francis C. Hurney, attachment A hereto). By an Order of Investigation and Suspension served on April 13, 1973, the FMC noted that such Rules are derived from the carriers' current collective bargaining agreements with the ILA, but stated

> ". . . the Commission is of the opinion that the proposed rules may be violative of sections 14 Fourth, 16 First and/or 18(a) of the Shipping Act, 1916, and section 4 of the Intercoastal Shipping Act, 1933 . . ."

This Order provided for an investigation to be instituted into the lawfulness of said tariff matters "for the purpose of making such findings and orders as the facts and circumstances warrant;" and also, pursuant to Section 3, Intercoastal Shipping Act, 1933, the tariff pages incorporating the Rules on Containers were suspended and the use thereof deferred to and including August 13, 1973, unless otherwise ordered by the Commission. (The FMC's Order of Investigation and Suspension, FMC Dkt. 73-17, and suspended tariff pages are attached as Exhibits 2 and 3 respectively to attachment A hereto.)

7. After notice of the Order was published in the Federal Register on April 18, 1973 (Vol. 38, No. 74, pp. 9619-9620), petitions to intervene in FMC Dkt. 73-17 were filed by and granted to the New York Freight Forwarders and Brokers Association and other associations similarly af-

Petitioner's (CONEX) Exhibit "P-18B".

fected by the Container Rules. CONASA also filed a petition and was granted permission to intervene (Affidavit of Francis C. Hurney, Attachment A).

8. Except for CONASA, the associations in their intervention petitions alleged that the Container Rules prevent forwarders from providing a service to their customers, are unduly prejudicial and unjustly discriminatory to forwarders, are not just and reasonable, and improperly burden the foreign trade of the United States. As set forth in FMC's Order of Investigation and Suspension at page 4, the result of the Container Rules or "standards" will be that Sea-Land will supply no containers to consolidation facilities within 50 miles of a port unless they are located on a pier where vessels normally dock, thereby depriving some members of the intervening associations from obtaining containers necessary for their business.

9. Following a prehearing conference in the FMC proceedings, the International Association of NVOCCs filed on July 12, 1973, a Petition to Enforce Order of the Federal Maritime Commission, which alleges that Sea-Land has not complied with the Order of Suspension. In a reply filed thereto on July 27, 1973 Sea-Land states:

> ". . . Also, as the Commission (as well as the NVO group) is aware, the issues herein involve rights and obligations arising from collective bargaining. In that regard we attach, as Exhibit A, the Petition to Confirm Arbitration Award filed by the International Longshoremen's Association in the United States District Court for the Southern District of New York (Docket 73 Civ. 3181). The main issue in that case appears to be the 'Rules on Containers.' We assume that if Petitioner considers that those rules adversely affect them, the Court will consider their intervention in that litigation . . ."

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Petitioner's (CONEX) Exhibit "P-18B".

[Reply of Sea-Land is attached hereto as Exhibit 3 to attachment A]

10. Under the terms of the collective bargaining agreement entered into by NYSA, CONASA and ILA, on or about February 15, 1972, a Labor Relations Committee was established as part of the "Grievance Machinery" for resolving grievances, disputes, complaints and claims arising out of or relating to the said collective bargaining agreement. As set forth in the arbitration award of July 18, 1973, for which confirmation is sought herein, the Labor Relations Committee resolved that Sea-Land "has continuously violated the CONASA-ILA Rules on Containers", that it be directed "to immediately cease and desist from any further violations of said CONASA-ILA Rules on Containers", and that it be held accountable "for any and all damages suffered as a result of the aforesaid violations of the Collective Bargaining Agreement". Confirmation of the award, therefore, would require Sea-Land to abide by these Container Rules, which are the subject of FMC's pending investigation and have been suspended and Sea-Land's use or implementation thereof deferred.

WHEREFORE, FMC respectfully invokes the aid of this Court and prays:

1. That FMC be permitted to intervene in this proceeding and that it be made a party-respondent herein and be permitted to participate fully by brief, oral argument and in all other respects.

2. That pending final adjudication by FMC in its current administrative proceeding involving the same subject matter as this action, the Court defer its confirmation of the arbitration award and stay all further proceedings involving a decision on the merits until a final determination is made by the FMC or a court of last resort upon appeal from such FMC action.

Petitioner's (CONEX) Exhibit "P-18B".

3. That this Court grant such other and further relief as may be deemed just and proper.

Respectfully submitted,

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General Counsel

EDWARD G. GRUIS
Deputy General Counsel

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Commission
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Admiralty and Shipping
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(Telephone: [212] 264-0482)

DATED: Washington, D.C.
August 6, 1973

* * *

682(1)

Petitioner's (Twin) Exhibit "P(TW)-3C".

LIQUIDATED DAMAGES PAID FOR
VIOLATIONS OF RULES ON CONTAINERS

CALENDAR YEAR	AMOUNT
1969	$ 9,500.00
1970	$ 5,000.00
*1973	$392,000.00**
*1974	$ 24,000.00
	$430,500.00

* Includes liquidated damages assessed and paid for violations occurring in the prior Calendar Year.

** The foregoing sums include liquidated damages for admitted violations, as well as liquidated damages assessed, but not yet reviewed. All liquidated damages are due within thirty days of assessment, subject to refund if NYSA-ILA Contract Board finds that no violation existed.

Excerpts From Petitioner's (T[illegible])
Exhibit "P(TW)-4".

[illegible] INC.
388 ST. MARKS PLACE, STATEN ISLAND, NEW YORK 10301
TELEPHONE (212) 447-2600 CABLE TRIPLETEE

TTT Pick up ☐ Own Delivery ☐ Other

TTT Booking 9961

BILL OF LADING

N EXPRESS, INC. 149-157 CHARLES STREET, NEW YORK, NEW YORK 10014

N EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME-STREET-ADDRESS-CITY ☒ NOT REQUIRED (UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED)

N EXPRESS, INC.
BOX 4444
JUAN, PUERTO RICO

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL	VOYAGE NO.	FLAG	PIER	PORT OF LOADING
NCE DE LEON	29-7	AMERICAN	13 Stapleton, Staten Island	New York

PORT OF DISCHARGE: SAN JUAN, PUERTO RICO
FINAL PORT-DESTINATION FOR THE GOODS OFF THE SHIP:

MARKS AND NUMBERS	NO. OF PKGS	PARTICULARS FURNISHED BY SHIPPER — DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
NYC-370	544	PCS. CTNS.PKGS.CRTS.BALES.ROLLS.L.C. MISC.FREIGHT 44-111		23,853
		VALUE PER CUSTOMER $39,547.00		

Trailer No. 790346 Seal No. 23-145
CLOSED ☐ Trailer is shipper's Load, Stow, and Count.
☐ Trailer said to contain packages and/or cargo herein indicated.

[illegible] rate is applicable to commodities only where such commodities do not exceed a stated value. Shippers are required to no[illegible] specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ Per _____

NON-NEGOTIABLE

	FREIGHT BASIS WEIGHT	FREIGHT BASIS CUBE	RATE	OCEAN FREIGHT	ACCESSORIAL CHARGES	RATE	TOTAL
93100	23853		Tar	880 00	INSURANCE OPTION PER PUBLISHED TARIFFS & POLICIES (SEE REVERSE SIDE)		
					INSURANCE COVERAGE ☐ MARINE RISKS ☐ ALL RISKS ☐ WAR SR & CC ☐ KEEPER CLAUSE VALUE $		
					PICK UP		
					DELIVERY		
					LANDING CHARGES LBS / CU. FT.	Tar	37 00
					DOCUMENTATION Prepaid ☐ Tel ☐		
					OTHER (SPECIFY)		

[illegible] with Rule 41 of the carrier's tariff, carrier's liability shall be limited to no more than $5[illegible] per package, piece, or customary freight unit when not shipped as as package, unless a greater value is set forth herein as $ _____ and shipper pays a charge of 2% of declared value in excess of $500 which charge is [illegible]

SUBJECT TO CARRIER'S FREIGHT TARIFF CURRENTLY IN EFFECT ON FILE WITH FEDERAL MARITIME COMMISSION, WASHINGTON, D. C.

IN WITNESS WHEREOF, the Master of the said ship by his [illegible], has signed this bill of lading

TRANSAMERICAN TRAILER TRANSPORT, INC

PREPAYABLE TOTAL FREIGHT & CHARGES 917 00

DATED AT NEW YORK

MO. DAY
9-10-70

[illegible] INDICATE NUMBER OF COPIES OF THE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

358 ST. MAR[illegible]CE, STATEN ISLAND, NEW YORK 10301
TELEPHONE: (212) 447-2600 CABLE: TRIPLETEE D/R 9964

DELIVERING CARRIER TO STEAMER
☐ TTT Pick-up ☐ Own Delivery LEROY K TRUCKING
☐ Other

TTT Booking No. 61873

FORWARDING AGENT-REFERENCES

DOCK RECEIPT

SHIPPER TWIN EXORESS

CONSIGNED TO

ADDRESS ARRIVAL NOTICE TO

STORE DELIVERY NAME STREET-ADDRESS-CITY ☐ NOT REQUIRED (UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED)

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL	VOYAGE NO.	FLAG	PIER	PORT OF LOADING
PDL	29-7	AMERICAN	13 S.I.	

PORT OF DISCHARGE SAN JUAN

FINAL PORT-DESTINATION (OF THE GOODS-NOT OF THE SHIP)

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO. of PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT IN CU. FT.	GROSS WEIGHT IN POUNDS
SEP 18 10 47 AM	1 T/L	PAK		[illegible] 5M 29900
		CARGO LOADED IN TRAILER(S) # 790346 RTTT		
TOTALS				

Received the goods or merchandise for shipment as indicated by the shipper hereon, subject to all the terms of the regular form of pier permit, dock receipt, and bill of lading of the carrier, copies of which may be obtained on application to the carrier, its agents or the master. WEIGHTS AND MEASUREMENTS OF THIS SHIPMENT TO BE SHOWN ON REVERSE SIDE HEREOF.

D/R No.
E. Rov. K- 72269 NY
Rec (1) RTTT 790346
Seal 23145 9-18-70
RM Orons

SHIPPER'S LOAD AND COUNT

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY Reid O'Neill
RECEIVING CLERK

DATE 9-18-70

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT INC.
L. C. L. STOWAGE

DATE: 9/15/70
CONTAINER # 296246 SEAL 77912 WEIGHT 29900
SHIP PACE VOYAGE # 29-7 CUBE

B/L #	DIR #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE
	DISCHARGE PORT			RELOAD				
	9464			FAK				
	PALLET COUNT							
	~~HH~~ ~~HH~~ ~~HH~~ ~~HH~~ ~~HH~~ III							= (28)

A. P. Spurlock

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

INTER-TERMINAL NO. SJ 70- [illegible] 9044

TRANSAMERICAN TRAILER TRANSPORT, INC.

TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

OWNER ITT LICENSE # YA-26524 TRAILER # 7903

OUT			IN		
VESSEL/VOYAGE # P-1	B/L NO L. 494	SEAL NO 23145	VESSEL VOYAGE # PDL	B/L NO	SEAL NO
CUSTOMER Twin Exp.	DESTINATION Carolina		CUSTOMER Twin Exp.		DESTINATION
CARRIER Cancel	TRACTOR LIC. NO. 4987		CARRIER Cancel		TRACTOR LIC. NO. 4883

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. IF NO EXCEPTION USE CHECK ✓ MARK. USE FOLLOWING SYMBOLS FOR EXCEPTIONS: M-MISSING, C-CUT, S-SCRATCH, D-DENTED, BR-BROKEN, H-HOLE.

RIGHT SIDE · FRONT · REAR · LEFT SIDE · TOP · FLOOR · HUB READING 7217.0

DEMURRAGE
Free time starts 9-23-70
Demurrage starts 9-29-70

LOADED ☐ EMPTY ☐

RIGHT SIDE · FRONT · REAR · LEFT SIDE · TOP · FLOOR · HUB READING 7245.0

1970 SEP 28 AM

LOADED ☐ EMPTY ☑

REMARKS

FUEL TANK READING _____

MISC.

BRAKES		DOORS		BRAKES		DOORS	
WHEEL LUGS	5	CHASSIS		WHEEL LUGS		CHASSIS	
FLAPS	0	LANDING GEARS		FLAPS		LANDING GEARS	
LIGHTS		COUPLERS		LIGHTS		COUPLERS	
CLEARANCE		STOP	TAIL	INDICATOR	CLEARANCE	STOP	TAIL	INDICATOR

TIRES

POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION
R.F. OUT	2	L.F. OUT		R.F. OUT		L.F. OUT	
R.F. IN	SEP	L.F. IN		R.F. IN		L.F. IN	
R.R. OUT	1970	L.R. OUT		R.R. OUT		L.R. OUT	
R.R. IN		L.R. IN		R.R. IN		L.R. IN	

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE.

TRUCKMAN SIGN [signature]

CHECKED BY [signature]

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE.

CHECKED BY [signature]

DRIVER SIGN [signature]

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TELEPHONE (212) 447-2600 CABLE TRIPLETEX

TTT Booking

☐ TTT Pickup ☐ Own Delivery ☐ Other

BILL OF LADING

Type
Am Express,Inc. 149-157 Charles Street, New York, New York 10014

Am Express,Inc.Cpo Box 4444, San Juan, Puerto Rico

Am Express,Inc.
Po Box 4444
San Juan, Puerto Rico

VESSEL — VOYAGE NO. — LOAD PORT — PORT OF DISCHARGE
PONCE DE LEON — 20-7 — AMER CAN — 13 Stapleton, Staten Island — New York

FINAL PORT OF DESTINATION OF THE GOODS
San Juan, Puerto Rico

MARKS AND NUMBERS	NO. OF PKGS	PARTICULARS FURNISHED BY SHIPPER — DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
AM MIC-865	423	Pcs: Cums,Boxes,Bales,Cases,Rolls,Etc. Misc.Freight		24,444

Trailer No. 790-454 Seal No. 23446
☒ ☐ Trailer is shipper's Load, Stow and Count
☒ ☐ Trailer said to contain packages and/or cargo herein indicated.

If a rate is applicable to commodities only where such commodities do not exceed a stated value, shippers are required to specifically state in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby stated by the shipper to be not exceeding _____ Per _____

NON-NEGOTIABLE

FREIGHT BASIS WEIGHT	FREIGHT BASIS CUBE	RATE	OCEAN FREIGHT	ADDITIONAL CHARGES	RATE	TOTAL
43100	24474	TRC	830.-	INSURANCE COVERAGE ☐ MARINE RISKS ☐ ALL RISKS ☐ BROKER CLAUSE		
				PICK UP		
				DELIVERY		
						TRC 830.-

PREPAYABLE 919.00

DATED AT NEW YORK

IN WITNESS WHEREOF, the Master of the said Said Steamer has signed Bills of Lading

AMERICAN TRANSPORT LINES, INC.

4

2-17-70

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

358 ST. [illegible] PLACE, STATEN ISLAND, NEW YORK 10301
TELEPHONE (212) 447-2600 CABLE: TRIPLETEE D/R 9897

LIVERING CARRIER TO STEAMER
[ ] TTT Pick-up [ ] Own Delivery [illegible] K TRUCKING
[ ] Other

TTT Booking No. 61873

RWARDING AGENT-REFERENCES

DOCK RECEIPT

IPPER TWIN EXPRESS

NSIGNED TO

DRESS ARRIVAL NOTICE TO

STORE DELIVERY NAME STREET ADDRESS CITY [ ] NOT REQUIRED (UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED)

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

SSEL L | VOYAGE NO. 29-7 | FLAG AMERICAN | PIER 13 S.I. | PORT OF LOADING

RT OF DISCHARGE SAN JUAN | FINAL PORT-DESTINATION (OF THE GOODS-NOT OF THE SHIP)

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO. of PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT IN CU. FT.	GROSS WEIGHT IN POUNDS
	L T/L	FALK		24474
		CARGO LOADED IN TRAILER(S) = 790451 RTAV		
TOTALS				

SEP 17 11 02 AM

...eed the goods or merchandise for shipment all as indicated by the ...per hereon, subject to all the terms of the regular form of ...per, dock receipt, and bill of lading of the carrier, copies of which ... may be obtained on application to the carrier, its agents or the master. WEIGHTS AND MEASUREMENTS OF THIS SHIPMENT TO BE SHOWN ON REVERSE SIDE HEREOF.

D/R No. R04K-72769NY
RTTZ 790451
1467 9-17-70

SHIPPER'S LOAD AND COUNT
TRANSAMERICAN TRAILER TRANSPORT, INC.
BY [signature]
RECEIVING CLERK
DATE 9-17-70

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT INC.
L C L STOWAGE

DATE: [illegible]
CONTAINER # [illegible] SEAL [illegible] WEIGHT 24024
SHIP [illegible] VOYAGE # [illegible] CUBE

DIR #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE
DISCHARGE AND RELOAD							
9807			FOX				
PALLET COUNT							
	~~HH~~	~~HH~~	~~HH~~	~~HH~~	~~HH~~	1 =	(26)

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TERMINAL NO. SI 70- NO 9238

TRANSAMERICAN TRAILER TRANSPORT, INC.

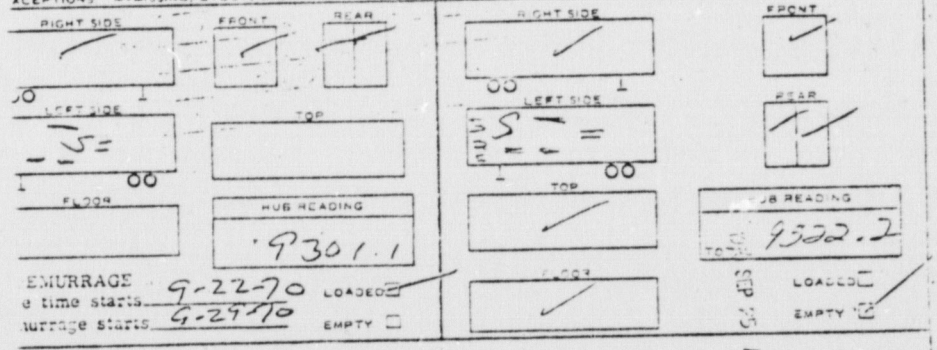
TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

TTT LICENSE A-28273 TRAILER # 790451

9-7 OUT IN

	B/L NO	SEAL NO		B/L NO	SEAL NO
	DL 439	23146	PDL		
ER TWIN EXP.		DESTINATION Cayce Ling	CUSTOMER TWIN EXP.		DESTINATION
ER Cacl		TRACTOR LIC. NO. RDU 673	CARRIER ICE		TRACTOR LIC. NO. 4882

E MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. IF NO EXCEP N USE CHECK M MARK. USE FOLLOWING SYMBOLS
XCEPTIONS: M-MISSING, C-CUT, S-SCRATCH, D-DENTED, BR-BROK H-HOLE.



DEMURRAGE
e time starts 9-22-70
murrage starts 9-24-70

LOADED ☒ EMPTY ☐

LOADED ☐ EMPTY ☒

EL TANK READING _____

DORS		DOORS		BRAKES		DOORS	
WLS		CHASSIS		WHEEL LUGS		CHASSIS	
S		LANDING GEARS		FLAPS		LANDING GEARS	
TS		COUPLERS		LIGHTS		COUPLERS	
RANCE	STOP	TA	INDICATOR	CLEARANCE	STOP	TA	INDICATOR
OSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION
OUT		L.F. OUT		R.F. OUT		L.F. OUT	
IN		L.F. IN		R.F. IN		L.F. IN	
OUT		L.R. OUT		R.R. OUT		L.R. OUT	
IN		L.R. IN		R.R. IN		L.R. IN	

ILER DESCRIBED ABOVE WAS CAREFULLY INSPEC- AND RECEIVED FROM TRANS AMERICAN TRAILER NSPORT IN GOOD CONDITION EXCEPT AS NOTED VE.

DRIVER SIGN [signature]

CHECKED BY [signature]

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPEC- TED UPON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE.

CHECKED BY [signature]

DRIVER SIGN [signature]

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

358 ST. MARKS PLA[CE] [STATEN] ISLAND, NEW YORK 10301
TELEPHONE (212) 447-2600 CABLE: TRIPLETEE D/R 9873

[DE]LIVERING CARRIER TO STE[VEDOR]
[ ] TTT Pick-up [ ] Own Delivery LEROY K TRUCKING
[ ] Other
TTT Booking No. 61873
[FOR]WARDING AGENT-REFERENCES

DOCK RECEIPT

[SHI]PPER TWIN EXPRESS
[CON]SIGNED TO
[ADD]RESS ARRIVAL NOTICE TO

STORE DELIVERY NAME-STREET-ADDRESS-CITY [ ] NOT REQUIRED (UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED)

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

[VES]SEL	VOYAGE NO.	FLAG	PIER	PORT OF LOADING
L	29-7	AMERICAN	13 S.I.	

[PORT OF DISCHARGE] SAN JUAN — FINAL PORT-DESTINATION (IF THE GOODS NOT OF THE SHIP)

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO. of PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT IN CU. FT.	GROSS WEIGHT IN POUNDS
	1 T/L	F.A.K.		S.T.C. N.E.WT 16,580 LB

SEP 16 3 22 PM

790171 RTTV
CARGO LOADED IN TRAILER(S)
[illegible] RTTV

TOTALS

[ceived] the goods or merchandise for shipment all as indicated by the [ma]rks hereon, subject to all the terms of the regular form of [pier] [re]ceipt, dock receipt, and bill of lading of the carrier, copies of which [may] be obtained on application to the carrier, its agents or the master.
WEIGHTS AND MEASUREMENTS OF THIS SHIPMENT TO BE SHOWN ON REVERSE SIDE HEREOF.

D/R No. LE-ROY K 9/16/70
X83390 N-5
D O Dispatcher
RTT 790171 790171
P23118

SHIPPER'S LOAD AND COU[NT]

TRANSAMERICAN TRAILER TRANSPORT, INC.
BY [illegible]
RECEIVING CLERK
DATE 9-16-70

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

[illegible] AMERICAN TRAILER [illegible]

L. C. L. STOWAGE

DATE: OCT 16 [illegible]

CONTAINER # [illegible] SEAL [illegible] WEIGHT

SHIP [illegible] VOYAGE # [illegible] CUBE

D/R #	NO. OF PKGS.	MARKS	COMMODITY	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

INTERCHANGE NO. SJ 70- No 9864

TRANSAMERICAN TRAILER TRANSPORT, INC.

TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

TTT — LICENSE # A-27883 — TRAILER # 790171

	OUT		IN	
TYPE *	B/L NO	SEAL NO	VESSEL VOYAGE *	B/L NO	SEAL NO
	522	23118			
OWNER		DESTINATION	CUSTOMER		DESTINATION
		Cooling			
CARRIER		TRACTOR LIC. NO.	CARRIER		TRACTOR LIC. NO.
					RD46782

* USE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. IF NO EXCEPTION USE CHECK ✓ MARK. USE FOLLOWING SYMBOLS FOR EXCEPTIONS M-MISSING, C-CUT, S-SCRATCH, D-DENTED, BR-BROKEN, H-HOLE.

OUT

RIGHT SIDE — FRONT — REAR

LEFT SIDE — TOP

FLOOR — HUB READING 7756.8

DEMURRAGE time starts 9-22-70 — LOADED ☐

Demurrage starts 9-24-70 — EMPTY ☐

IN

RIGHT SIDE — FRONT

LEFT SIDE — REAR

TOP — HUB READING TOTAL 7379.7

FLOOR — LOADED ☐ — EMPTY ☑

1970 SEP 25 AM 11

FUEL TANK READING _____

OUT				IN			
AXLES		DOORS		BRAKES		DOORS	
WHEELS		CHASSIS		ANCIL. LIGHTS		CHASSIS	
TIRES		LANDING GEARS		FLAPS		LANDING GEARS	
LIGHTS		COUPLERS		LIGHTS		COUPLERS	
TARPAULIN		STOP	TAIL	TURN SIGNALS		STOP	TAIL
POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION
FRONT		L. OUT		REAR		L.F. OUT	
L. IN		L. IN		L.R. IN		L.F. IN	
L. OUT		R. OUT		R.R. OUT		L.R. OUT	
R. IN		R. IN		R.R. IN		R. IN	

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANS AMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE.

TRUCKMAN SIGN _____

CHECKED BY _____

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE.

CHECKED BY _____

DRIVER SIGN _____

ACCEPTING RECORD. TO BE USED UPON RETURN OF TRAILER FOR COMPUTATION OF DEMURRAGE CHARGES

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

DELIVERING CARRIER — ☐ TTT Pickup ☐ Own Delivery ☒ Other — TTT BOOKING NO. 9732

FORWARDING AGENT — REFERENCES

RELEASED VALUE CLAUSE (SEE PARAGRAPH 14, REVERSE SIDE)

BILL OF LADING
(Not negotiable unless consigned to order)

SHIPPER
TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO
TWIN EXPRESS, INC, GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY (NAME-STREET-ADDRESS-CITY) ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL S. BOLIVAR DE LEON — VOYAGE NO 41-13 — FLAG AMERICAN — PIER 13 Stapleton, Staten Island — PORT OF LOADING New York

PORT OF DISCHARGE SAN JUAN, PUERTO RICO — FINAL PORT-DESTINATION (IF THE GOODS—NOT OF THE SHIP) SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC- 658 TRL-G F T 204-942	198	FULL TRAILER LOAD OF FREIGT ALL KINDS,		31,987

IN ACCORDANCE WITH RULE 11 OF THE CARRIER'S TARIFF CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE, OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACKAGE OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AND UNLESS SHIPPER PAYS A CHARGE BY AD OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS

TRAILER NO GFT 204-942 SEAL NO 2372-71
☒ TRAILER IS SHIPPER'S LOAD, STOW, AND COUNT.
☐ TRAILER SAID TO CONTAIN PACKAGES AND/OR CARGO HEREIN

	9310030	TRL	880 00
	Bunkers Surcharge 3%		26 40
LANDING CHARGE		TRL	39 00
LANDING CHARGE			
DOCUMENTATION CHARGE			
PICK-UP			
DELIVERY			
TRANSSHIPMENT CHARGE			
OTHER (SPECIFY)			
PER DIEM			
INSURANCE COVERAGE (SEE PARAGRAPH 13 REVERSE SIDE) ☐ ALL GOODS & PERSONAL EFFECTS ALL RISK ☐ ALL RISK ☐ VEHICLE ALL RISK ☐ MARINE RISK FPA ☐ MARINE RISK WPA VALUE $			
TO BE PREPAID	TOTAL FREIGHT AND CHARGES		945 40

SUBJECT TO CARRIERS FREIGHT TARIFF CURRENTLY IN EFFECT ON FILE WITH FEDERAL MARITIME COMMISSION WASHINGTON, D.C.

IN WITNESS WHEREOF, the Master of the said ship by his agent, has signed this bill of lading.

TRANSAMERICAN TRAILER TRANSPORT, INC.

By Al Panetta

DATED AT NEW YORK

THIS 9 th DAY OF May 71

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

RECOMMENDED FOR USE IN U. S. GRAIN EXPORTS

(SPACES IMMEDIATELY BELOW ARE FOR SHIPPER'S MEMORANDA—NOT PART OF DOCK RECEIPT) D/2 9-13-71

DELIVERING CARRIER OR LIGHTER: C. J. GREEN & CO., INC. C/O SULLIVAN LINES

PRO-4-0004 Copy 9/16

CAR NUMBER - REFERENCE: GFT-204542

FORWARDING AGENT - REFERENCES

EXPORT DEC. NO.

DOCK RECEIPT

Clerk # 74783

SHIPPER: TWIN EXPRESS INC., 151 CHARLES STREET, NEW YORK, NEW YORK

VESSEL: ERIC K. ECKER — FLAG — SAILING 9/14/71

PIER: 13 STATEN ISLAND, NEW YORK — PORT OF LOADING

PORT OF DISCHARGE (IF ANY GOODS ARE TO BE DELIVERED TO CONSIGNEE OR ON-CARRIER): SAN JUAN, PUERTO RICO

FOR TRANSHIPMENT TO (IF GOODS ARE TO BE TRANSHIPPED OR FORWARDED AT PORT OF DISCHARGE):

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT IN POUNDS
TWIN EXPRESS, INC. (1) EDIFICIO CHARLYN CARR. 190 KM. 16 CAROLINA, PUERTO RICO O.P.O. BOX 5444 SAN JUAN, PUERTO RICO		TRAILER LOAD FREIGHT ALL KINDS CUBE-1341 SEALS#21372-21371 TWIN EXPRESS TO SEND B/L NON-NEGOTIABLE		31,982

TRANSFERRED TO TERM. CORP. 1971 SEP 13 AM 8:12 RECEIVING-NORTH

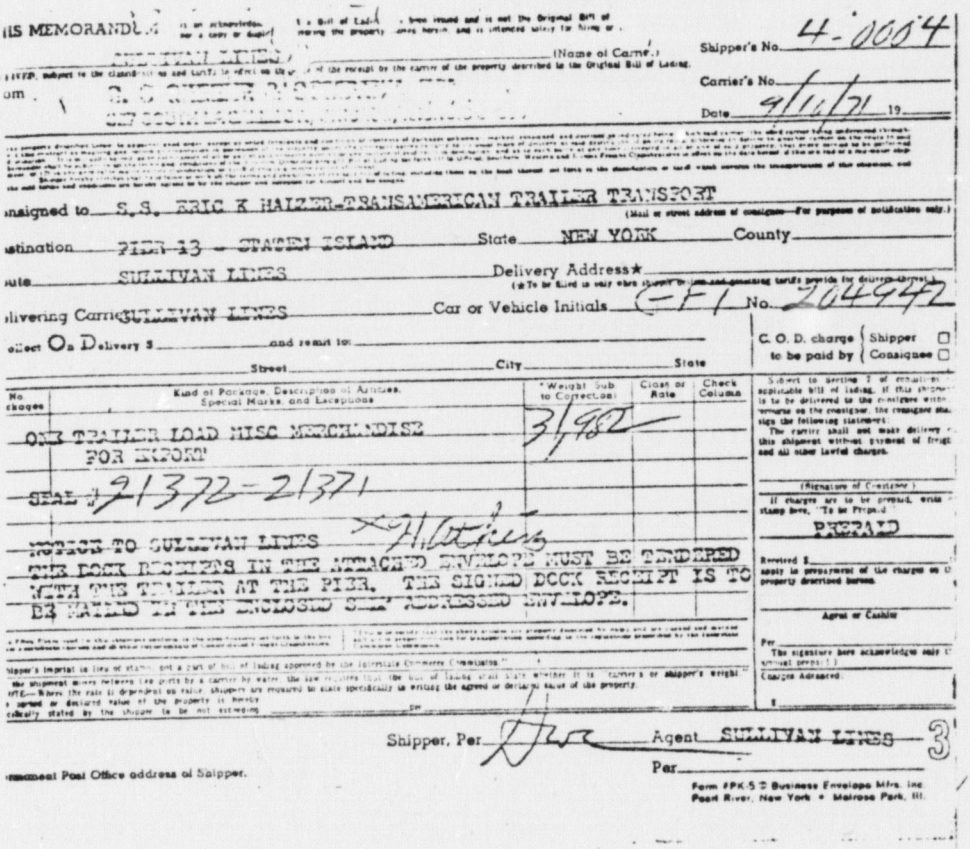
SHIPPERS ARE REQUESTED TO FILL IN MEASUREMENT AND WEIGHT DETAIL ON REVERSE SIDE.

RECEIVED THE ABOVE-DESCRIBED MERCHANDISE FOR SHIPMENT A... INDICATED HEREON, SUBJECT TO ALL CONDITIONS OF THE UNDE... SIGNED'S USUAL FORM OF DOCK RECEIPT AND BILL OF LADIN... COPIES OF THE UNDERSIGNED'S USUAL FORM OF DOCK RECEIPT AN... BILL OF LADING MAY BE OBTAINED FROM THE MASTER OF TH... VESSEL, THE VESSEL'S AGENT, OR FROM THE UNITED STATES MAR... TIME COMMISSION, WASHINGTON, D. C.

DELIVERED BY:
LIGHTER Sullivan #34428
TRUCK
ARRIVED — DATE 204442 TIME
UNLOADED — DATE 21372-71 TIME
CHECKED BY Turner
PLACED IN SHIP LOCATION 9-13-71

AGENT FOR MASTER
BY C. Green
RECEIVING CLERK
DATE 9/12/71

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



IS MEMORANDUM is an acknowledgment, not a copy or duplicate, of a Bill of Lading which has been issued and is not the Original Bill of Lading for the property described herein and is intended solely for filing or information.

(Name of Carrier.)

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

Shipper's No. 4-0004

Carrier's No.

Date 4/6/71 19

Consigned to S.S. ERIC K HAILER-TRANSAMERICAN TRAILER TRANSPORT

(Mail or street address of consignee—For purposes of notification only.)

Destination PIER 13 - STATEN ISLAND State NEW YORK County

Route SULLIVAN LINES Delivery Address*

(*To be filled in only when shipper's order and governing tariff provide for delivery thereat.)

Delivering Carrier SULLIVAN LINES Car or Vehicle Initials CFI No. 204942

Collect On Delivery $ and remit to

Street City State

C. O. D. charge to be paid by: Shipper ☐ Consignee ☐

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
	ONE TRAILER LOAD MISC MERCHANDISE FOR EXPORT	31,982		
	SEAL #21372-21371			
	NOTICE TO SULLIVAN LINES THE DOCK RECEIPTS IN THE ATTACHED ENVELOPE MUST BE TENDERED WITH THE TRAILER AT THE PIER. THE SIGNED DOCK RECEIPT IS TO BE MAILED IN THE ENCLOSED SELF ADDRESSED ENVELOPE.			

Subject to Section 7 of conditions, if applicable, bill of lading. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

PREPAID

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per

The signature here acknowledges only the amount prepaid.

Charges Advanced:

$

*The fibre boxes used for the shipment of these articles are guaranteed by the maker to meet the specifications and tests prescribed by the Consolidated Freight Classification or other classification in effect on the date of issue of this Bill of Lading.

Shipper's imprint in lieu of stamp, not a part of Bill of Lading approved by the Interstate Commerce Commission.

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding $ per

Shipper, Per [signature] Agent SULLIVAN LINES 3

Per

*Nearest Post Office address of Shipper.

Form #PK-5 © Business Envelope Mfrs. Inc. Pearl River, New York • Melrose Park, Ill.

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

C. S. GREENE & COMPANY, INC.

EQUIPMENT INTERCHANGE RECEIPT

327 SOUTH LA SALLE
CHICAGO, ILL. 606
TELE: (312) 427-2418

CONTAINER NO. / TRAILER NO.	If no chassis or bogie fun shed, write None		DATE OF INTERCHANGE
SFT 201442	BOGIE NO.	LICENSE PLATE NO.	9/15/71
	CHASSIS NO.	TAG PLATE NO.	

HUB ODOMETER READING _____ MILES

COUPLER AND SPACER — RECEIVED YES ✓ NO ____ DELIVERED YES ____ NO ____

DELIVERING CARRIER: C. S. Greene Co.

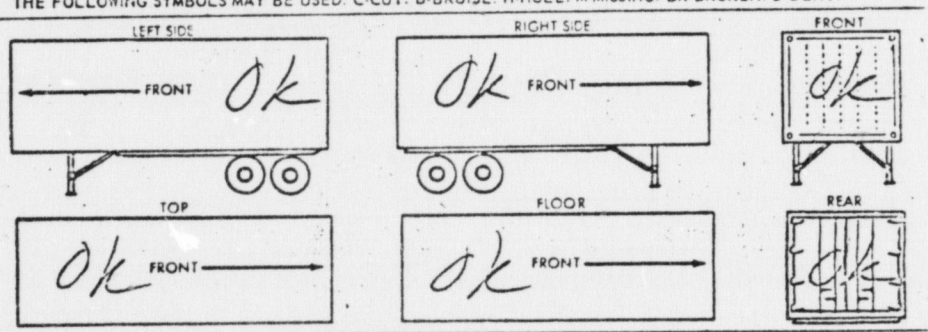
RECEIVING CARRIER: Sullivan Trucking

LOCATION OF INTERCHANGE: 3500 S. Kedzie Chicago Ill.
STATION PIER OR STREET — COUNTY

EQUIPMENT CONDITION • INSPECTION REPORT

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. ICC REGULATIONS REQUIRE THAT EACH PART LISTED INSPECTED. IF NO EXCEPTIONS, USE CHECK MARK.

THE FOLLOWING SYMBOLS MAY BE USED. C-CUT. B-BRUISE. H-HOLE. M-MISSING. BR-BROKEN. D-DENT.



REMARKS:

THE CARRIERS MAKING THIS INTERCHANGE HAVE SIGNED A PRESENTLY EFFECTIVE WRITTEN INTERCHANGE CONTRACT. THAT CONTRACT IN ALL ITS TERMS SHALL CONSTITUTE THE WHOLE CONTRACT BETWEEN THEM.

BRAKES	FLAPS	LANDING GEAR	
WHEEL LUGS	TARPS	UNDER CARRIAGE	
CLEARANCE LIGHTS	Front Rear Side	INDICATORS	Right Side Left Side
SIDE MARKERS	Left Right Tail Light	REFLECTORS	Left Side Right Side Rear

POSITION	BRAND NO. / CONDITION	POSITION	BRAND NO. - CONDITION
R. O. FRONT		L. O. FRONT	
R. I. FRONT		L. I. REAR	
R. O. REAR		L. O. REAR	
R. I. REAR		L. I. REAR	

FOR DELIVERING CARRIER: THIS EQUIPMENT WAS DELIVERED IN GOOD CONDITION EXCEPT AS NOTED ABOVE.

BY C. S. Greene

FOR RECEIVING CARRIER: THIS EQUIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ABOVE.

BY [illegible]

DUPLICATE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

is not permitted (Title 13, Sec. 30.9(a), C.F.R. / Title 50 U.S.C. App. 2026). Use for unauthorized purposes

NOTE.—*If a destination control statement is required on an Export Declaration, such statement must also appear on all copies of the bill of lading and commercial invoice.*

10 01

Customs Authentication (*For customs use only*)

ARRIER

Agent

BA. NO. 510

Transportation (Check one)

☐ AIR ☐ OTHER (SPECIFY)

SHIPPER'S EXPORT DECLARATION
READ INSTRUCTIONS ON REVERSE SIDE

9-18-7

(Signature)

For

Consignee/Arrival Notice Party (Give name and address)

6. Intermediate Consignee (Give name and address)

23. Ultimate Consignee (Give name and address unless unknown)

Carrier (If vessel give name and flag, if airline give name of airline)

8. Pier or Airport

9. Port of Loading

21. Date of Exportation

Port of Unloading (If vessel and air shipments only)

13. For Transshipment To (*If goods are to be transshipped or forwarded at port of unloading*)

24. Place and Country of Ultimate Destination

25. Power of Attorney

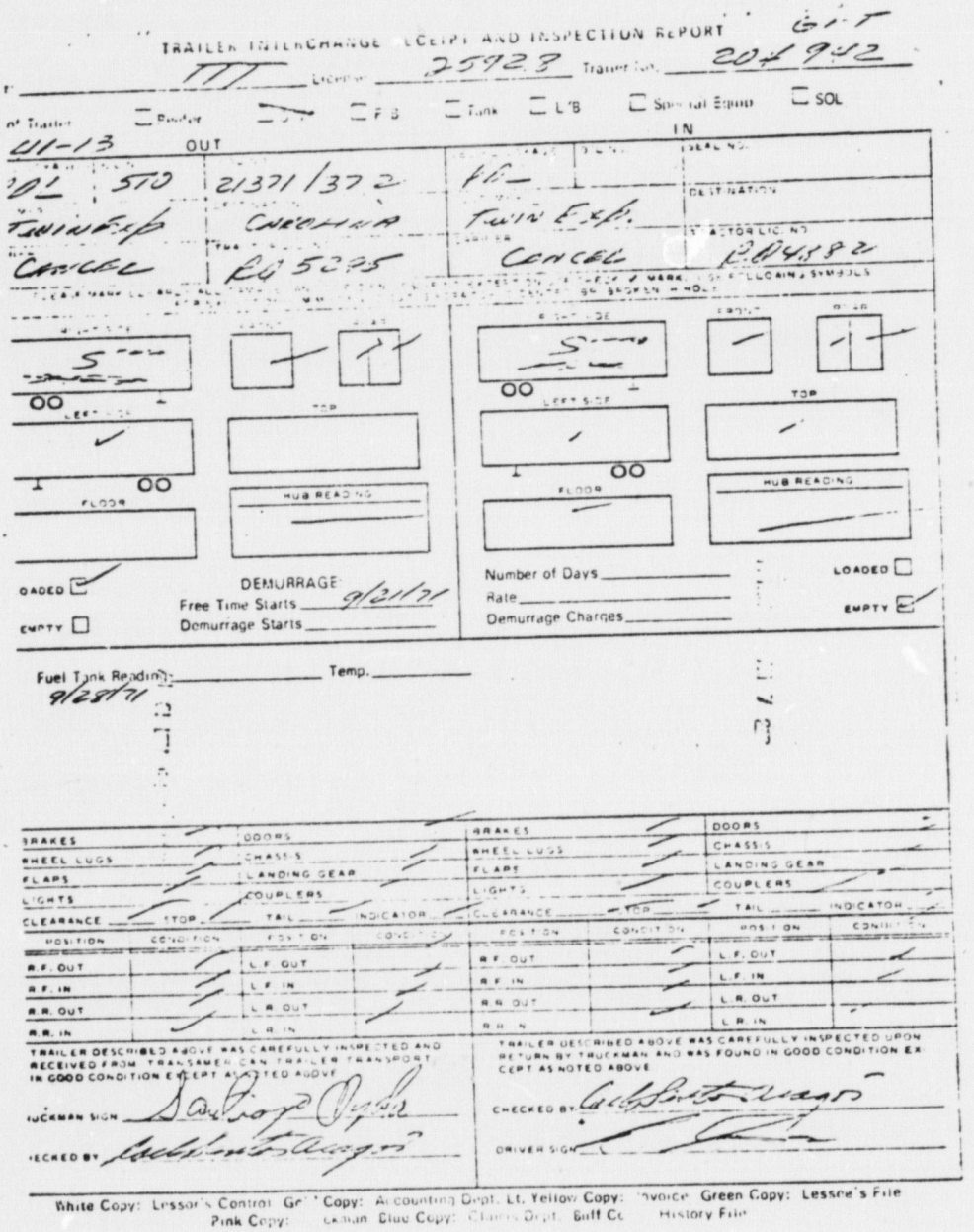
MARKS AND NUMBERS (12)	NO. OF PKGS (32)	Description of Commodities (*Schedule B* data, with export license number and expiration date (or General License symbol) below description of each item. *See instructions 24 on reverse side.*) (14)	MEASUREMENT (15)	GROSS WEIGHT (POUNDS) (16)	D/F (17)	SCHEDULE B COMMODITY NO. (13)	NET QUANTITY (Schedule B) (17)	VAL (Value)
YC-858		AUTO PARTS		5,404	D	663.8220		10,
FT-204-942		PLASTIC ITEMS		760	D	893.0030		
		HEMOGLOBIN LIQUID		330	D	541.6230		
		SPHERES GLASS		312	D	644.9450		
		TELEPHONE APPARATUS AND EQUIPMENT, N.E.C.		5,295	D	724.9110		27,
		CONCRETE PIPE MACHINERY		17,870	D	718.5155		10,
		REFRIGERATION COMPRESSORS		2,016	D	719.2265		

DO NOT USE THIS AREA

References Notes a-b IMPORTANT—See instructions No. IV on reverse side

E.—*No revalidated declaration may be altered or amended without written authorization of the Collector of Customs.* (Instructions 13(d) and 17(e))

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

TTT — 25923 — 204942

Type of Trailer: ☐ Bomber ☐ F B ☐ Tank ☐ L'B ☐ Special Equip ☐ SOL

OUT — IN

01-13

201 | STD | 21371/372 | Twin Exp. | CANCEL | P04882

Twin Exp. | CHECHAM | Twin Exp. | CANCEL

CANCEL | EQ 5295 | CANCEL | P04882

DEMURRAGE
Free Time Starts 9/21/71
Demurrage Starts

Number of Days
Rate
Demurrage Charges

LOADED ☐ EMPTY ☐ — LOADED ☐ EMPTY ☐

Fuel Tank Reading 9/28/71 Temp.

BRAKES		DOORS		BRAKES		DOORS	
WHEEL LUGS		CHASSIS		WHEEL LUGS		CHASSIS	
FLAPS		LANDING GEAR		FLAPS		LANDING GEAR	
LIGHTS		COUPLERS		LIGHTS		COUPLERS	
CLEARANCE	STOP	TAIL	INDICATOR	CLEARANCE	STOP	TAIL	INDICATOR

POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION
R.F. OUT		L.F. OUT		R.F. OUT		L.F. OUT	
R.F. IN		L.F. IN		R.F. IN		L.F. IN	
R.R. OUT		L.R. OUT		R.R. OUT		L.R. OUT	
R.R. IN		L.R. IN		R.R. IN		L.R. IN	

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRUCKMAN SIGN [signature]

CHECKED BY [signature]

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CHECKED BY [signature]

DRIVER SIGN [signature]

White Copy: Lessor's Control Copy: Accounting Dept. Lt. Yellow Copy: Invoice Green Copy: Lessee's File
Pink Copy: Canary Blue Copy: Claims Dept. Buff Copy: History File

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

D/R 9739.

(SPACES IMMEDIATELY BELOW ARE FOR SHIPPERS MEMORANDA—NOT PART OF DOCK RECEIPT)

DELIVERING CARRIER OR LIGHTERMAN: C.S. GR[illegible] & CO., INC. C/O SULLIVAN LINES

PRO-4-0004

CAR NUMBER - REFERENCE: GFT-204942

FORWARDING AGENT - REFERENCES

EXPORT DEC. NO.

DOCK RECEIPT

SHIPPER: TWIN EXPRESS INC., 151 CHARLES STREET, NEW YORK, NEW YORK

VESSEL: ERIC K. HOLZER FLAG: SAILING-9/14/71

PIER: 13 STATEN ISLAND, NEW YORK

PORT OF LOADING

PORT OF DISCHARGE (WHERE GOODS ARE TO BE DELIVERED TO CONSIGNEE OR ON CARRIER): SAN JUAN, PUERTO RICO

FOR TRANSSHIPMENT TO (IF GOODS ARE TO BE TRANSSHIPPED OR FORWARDED AT PORT OF DISCHARGE):

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT IN POUNDS
TWIN EXPRESS, INC. EDIFICIO CHARLYN CARR.190 KM.16 CAROLINA, PUERTO RICO G.P.O. BOX 4444 SAN JUAN, PUERTO RICO	(1)	TRAILER LOAD FREIGHT ALL KINDS CUBE-1341 SEALS#21372-21371		31,982

NON-NEGOTIABLE

SHIPPERS ARE REQUESTED TO FILL IN MEASUREMENT AND WEIGHT DETAIL ON REVERSE SIDE.

RECEIVED THE ABOVE DESCRIBED MERCHANDISE FOR SHIPMENT AS INDICATED HEREON, SUBJECT TO ALL CONDITIONS OF THE UNDERSIGNED'S USUAL FORM OF DOCK RECEIPT AND BILL OF LADING. COPIES OF THE UNDERSIGNED'S USUAL FORM OF DOCK RECEIPT AND BILL OF LADING MAY BE OBTAINED FROM THE MASTER OF THE VESSEL, THE VESSEL'S AGENT, OR FROM THE UNITED STATES MARITIME COMMISSION, WASHINGTON, D. C.

DELIVERED BY:

LIGHTER TRUCK: Sullivan #38978

ARRIVED: DATE Rec'd 204942 TIME

UNLOADED: DATE Sept 14 21372-71 TIME

CHECKED BY: [signature]

PLACED IN SHIP OR DOCK LOCATION: 9-13-71

AGENT FOR MASTER

BY: [signature] RECEIVING CLERK

DATE: 9/13/71

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT INC.
L. C. L. STOWAGE

DATE: 4/13/71
CONTAINER # 204942 SEAL 27710 WEIGHT
SHIP K. Holst VOYAGE # CUBE

E	D/R #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE
	4737							

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

LIVERING CARRIER [illegible] STEAMER

☐ TTT Pick-up ☐ [illegible] n Delivery ☒ Other

TTT BOOKING NO. 997

ORWARDING AGENT - REFERENCES

LEASED VALUE CLAUSE
[illegible] PARAGRAPH 10, REVERSE SIDE

BILL OF LADING
(Not negotiable unless consigned to order)

HIPPER
TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y

ONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

DDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME-STREET-ADDRESS-CITY ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

S.S. PONCE DE LEON VOYAGE NO. 41-13 FLAG AMERICAN

PIER 13 Stapleton, Staten Island PORT OF LOADING New York

ORT OF DISCHARGE
SAN JUAN, PUERTO RICO

FINAL PORT-DESTINATION (IF THE GOODS ARE NOT OF THE SHIP)
SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC-859 TRL- 790-100 SEAL- 1100	522	FREIGHT OF ALL KINDS		26,538

IN ACCORDANCE WITH RULE 6 OF THE CARRIER'S TARIFF, LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PA... AND UNLESS ONE PER PAYS A CHARGE OF 2% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS ...

TRAILER NO 790-100 SEAL NO 1100

☒ TRAILER IS SHIPPER'S LOAD, STOW, AND COUNT.

☐ TRAILER SAID TO CONTAIN PACKAGES AND/OR CARGO HEREIN [illegible]

DESCRIPTION			
9310030		TRL	880
Bunkers Surcharge 3%			26 4
LANDING CHARGE	@	TRL	39
LANDING CHARGE	@		
DOCUMENTATION CHARGE			
PICK-UP			
DELIVERY			
TRANSHIPMENT CHARGE			
OTHER (SPECIFY)			
PER DIEM			
INSURANCE COVERAGE (SEE PARAGRAPH 11 REVERSE SIDE) ☐ H.H. GOODS & PERSONAL EFFECTS ALL RISK ☐ ALL RISK ☐ VEHICLE ALL RISK ☐ MARINE RISK FPA ☐ MARINE RISK WPA VALUE $			
[illegible] TOTAL FREIGHT AND [illegible]			945

IN WITNESS WHEREOF, the Master of the said ship by his agent, has signed this bill of lading

TRANSAMERICAN TRAILER TRANSPORT, INC.

By Al Porretta

DATED AT NEW YORK

[illegible] 9 [illegible] 17 [illegible] 71

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

CABLE ADDRESS

DELIVERY: STEAMER
T T Pick-up ☐ Own Delivery ☒ Other

DOCK RECEIPT # 9975

TTT ROOM

FORWARDING AGENT - REFERENCES

DOCK RECEIPT

SHIPPER
TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME-STREET-ADDRESS-CITY ☐ NOT ☒ REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL | VOYAGE NO. | FLAG: AMERICAN | PIER: 13 Stapleton, Staten Island | PORT OF LOADING: New York

PORT OF DISCHARGE: SAN JUAN, PUERTO RICO | FINAL PORT-DESTINATION (IF THE GOODS NOT OF THE SHIP): SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC-859 TRL- 790-100 SEAL- 1100	522	FREIGHT OF ALL KINDS		26,53

IN ACCORDANCE WITH RULE XIX OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO $500 PER PACKAGE, PIECE, OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACKAGE OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AS _____ AND UNLESS SHIPPER PAYS A CHARGE OF 2% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS _____

FOR PIER USE ONLY

CARRIER LEROY K LICENSE # 72091 NY

TRAILER # RTT2-790100 SEAL # SIDE DOOR _____ SEAL # REAR DOOR 1100

NO SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____

CHECKER Bob Lamont DATE 9/16/71

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREIN SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY O. Lyum
RECEIVING CLERK

DATE 9/16/71

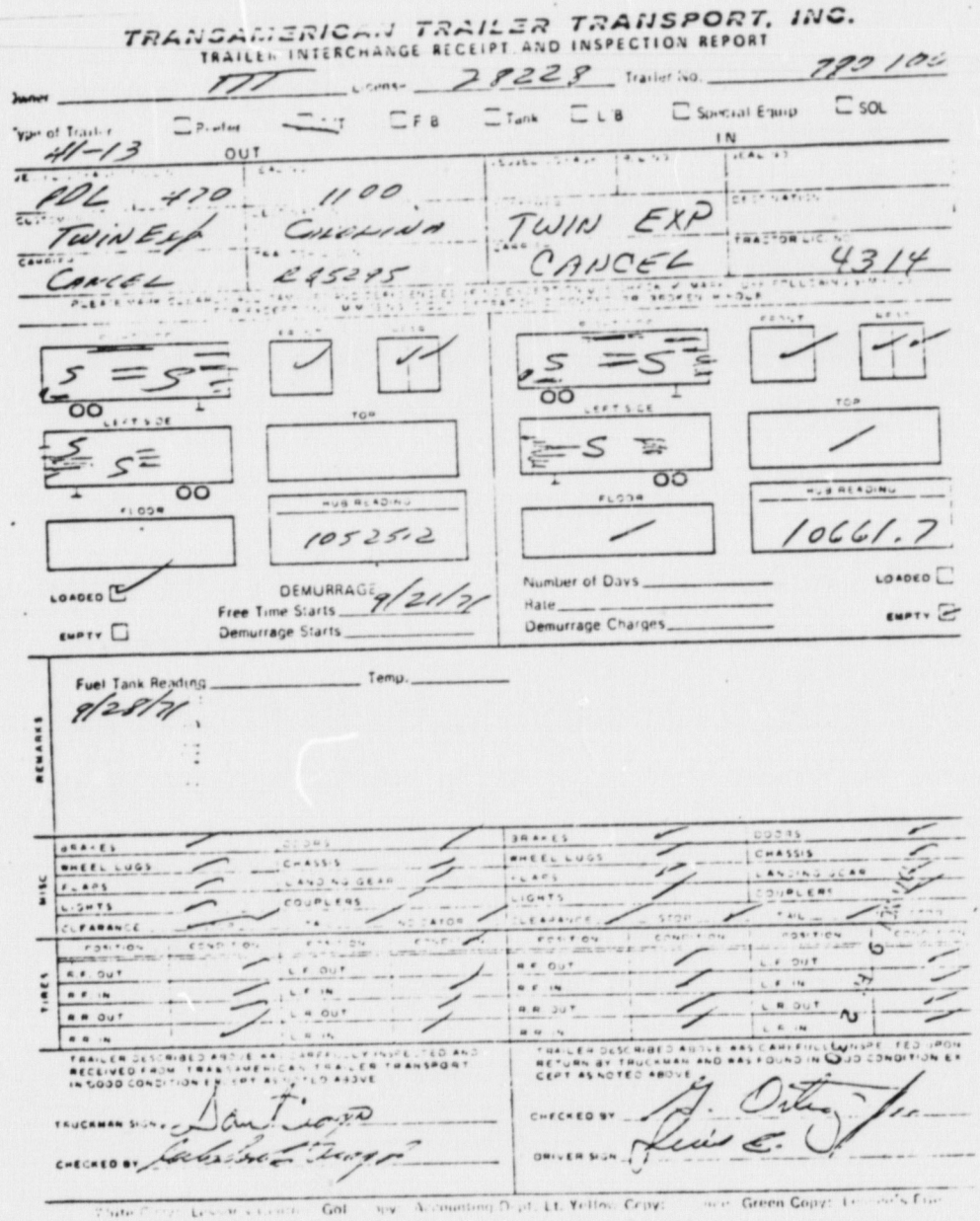
Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT INC.
L. C. L. STOWAGE

DATE: 9/16/71
CONTAINER # 790100 SEAL 27725 WEIGHT
SHIP Ponce VOYAGE # CUBE

B/L #	D/R #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE
	9975			Strip of Staff		Counters		
				No Count Required				

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



TRANSAMERICAN TRAILER TRANSPORT, INC.

TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

Driver TTT License 28228 Trailer No. 799 105

Type of Trailer 41-13 ☐ Platform ☐ V ☐ F B ☐ Tank ☐ L B ☐ Special Equip ☐ SOL

OUT

ODOMETER 1100 CHASSIS NO. 2452795

CLUTCH TWIN EXP CAMELBACK CANCEL

IN

ODOMETER TWIN EXP CAMELBACK CANCEL TRACTOR LIC. NO. 4314

OUT: LEFT SIDE, TOP, FLOOR, HUB READING 105252

IN: LEFT SIDE, TOP, FLOOR, HUB READING 10661.7

LOADED ☐ EMPTY ☐

DEMURRAGE Free Time Starts 9/21/71 Demurrage Starts

Number of Days Rate Demurrage Charges

LOADED ☐ EMPTY ☑

REMARKS: Fuel Tank Reading Temp. 9/28/71

MISC: BRAKES, DOORS, WHEEL LUGS, CHASSIS, FLAPS, LANDING GEAR, LIGHTS, COUPLERS, CLEARANCE, STOP, TAIL

TIRES: POSITION, CONDITION, RF OUT, LF OUT, RF IN, LF IN, RR OUT, LR OUT, RR IN, LR IN

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRUCKMAN SIGN

CHECKED BY

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CHECKED BY

DRIVER SIGN

White Copy: Lessor's Control Copy Gol Copy: Accounting Dept. Lt. Yellow Copy: Green Copy: Lessee's File

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

DELIVERING CARRIER / STEAMER

☐ TTT Pick-up ☐ Own Delivery ☒ Other

TTT BOOKING NO: 8D34

FORWARDING AGENT - REFERENCES

RELEASED VALUE CLAUSE (See paragraph 16, reverse side)

BILL OF LADING
(Not negotiable unless consigned to order)

SHIPPER
TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO
TWIN EXPRESS, INC, GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY (NAME-STREET-ADDRESS-CITY) ☒ NOT REQUIRED
UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED
(ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS)

S.S. PONCE DE LEON VOYAGE NO. 41-13 FLAG AMERICAN
PIER 13 Stapleton, Staten Island
PORT OF LOADING New York
PORT OF DISCHARGE SAN JUAN, PUERTO RICO
FINAL PORT-DESTINATION (for the Merchant of the Ship) SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC- 855 TRL- 790-466 SEAL 1073	420	FREIGHT OF ALL KINDS		17,469

IN ACCEPTANCE WITH RULE #19 OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO $0.50 PER POUND, PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PER AND OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AS _____ AND UNLESS SHIPPER PAYS A CHARGE OF 2% OF DECLARED VALUE IN EXCESS OF $100 WHICH CHARGE IS _____

TRAILER TRL 790-466 SEAL NO 1073

☒ TRAILER IS SHIPPER'S LOAD, STOW, AND COUNT.

☐ TRAILER SAID TO CONTAIN PACKAGES AND/OR CARGO HEREIN DESCRIBED

SUBJECT TO CARRIER'S FREIGHT TARIFF CURRENTLY IN EFFECT ON FILE WITH FEDERAL MARITIME COMMISSION, WASHINGTON, D.C.

IN WITNESS WHEREOF, the Master of the said ship or his agent, has signed this bill of lading.

TRANSAMERICAN TRAILER TRANSPORT, INC.

Al Parette

DATED AT NEW YORK
Dec 7 1971

OCEAN FREIGHT	7310030	TRL	2800
	Bunkers Surcharge 3%		264
LANDING CHARGE		TRL	370
LANDING CHARGE			
DOCUMENTATION CHARGE			
PICK-UP			
DELIVERY			
TRANSSHIPMENT CHARGE			
OTHER (SPECIFY)			
PER DIEM			
INSURANCE COVERAGE (SEE PARAGRAPH 15 REVERSE SIDE) ☐ HOUSEHOLD PERSONAL EFFECTS ALL RISK ☐ ALL RISK ☐ VEHICLE ALL RISK ☐ MARINE RISK FPA ☐ MARINE RISK WPA VALUE $			
TOTAL FREIGHT AND CHARGES			3434

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

DELIVERING CARRIER: ☐ TTT Pick-up ☐ Own Delivery ☐ Other

DOCK RECEIPT # 8384 | TTT BOOKING NO.

FORWARDING AGENT – REFERENCES

DOCK RECEIPT

SHIPPER: TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO: TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO: TWIN EXPRESS, INC GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DOOR DELIVERY NAME-STREET-ADDRESS-CITY: ☐ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL: VOYAGE NO.: FLAG: AMERICAN

PIER: 13 Stapleton, Staten Island

PORT OF LOADING: New York

PORT OF DISCHARGE: SAN JUAN, PUERTO RICO

FINAL PORT-DESTINATION (OF THE GOODS-NOT OF THE SHIP): SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC- 335 TRL- 790-466 SEAL 1073	420	FREIGHT OF ALL KINDS		17,469

IN ACCORDANCE WITH RULE 1(d) OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE, OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PAC... OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AT $_____ AND UNLESS SHIPPER PAYS A CHARGE OF $1.00 OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS $_____

FOR PIER USE ONLY

CARRIER LeRoy K LICENSE # 12 815

TRAILER # TTT 790466 SEAL # SIDE DOOR _____ SEAL # REAR DOOR 1073

NO SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____

CHECKED _____ DATE 9/17/71

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREC SUBJECT TO ALL THE TERMS OF THE REGULA FORM OF PIER PERMIT, DOCK RECEIPT AND BIL OF LADING OF THE CARRIER, COPIES OF WHICH MA BE OBTAINED ON APPLICATION TO THE CARRIEF ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPEP OR HI AGENT TRAILERS ARE RECEIVED SUBJECT T SHIPPERS LOAD STOW AND COUNT.

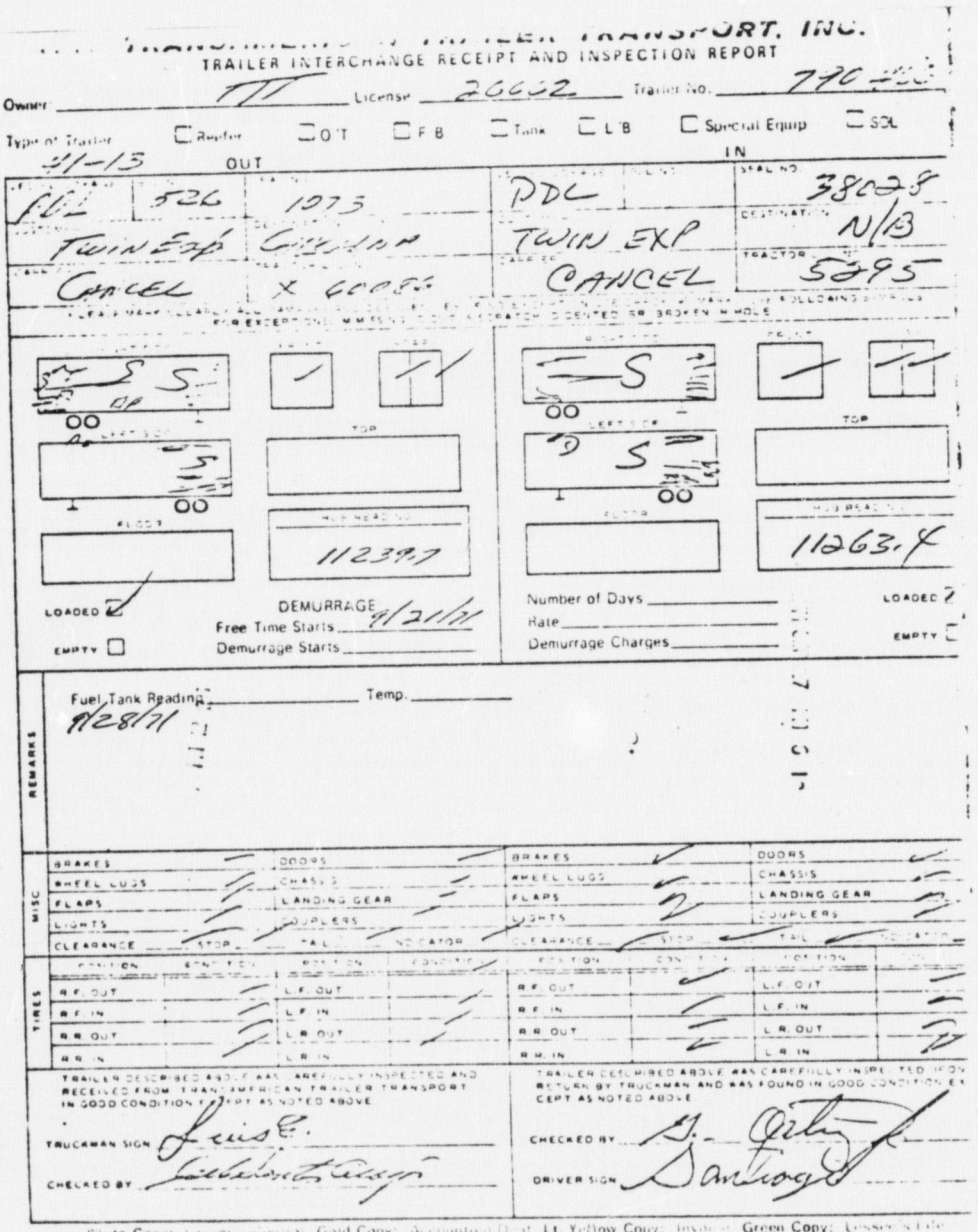
TRANSAMERICAN TRAILER TRANSPORT, INC

BY _____ RECEIVING CLERK

DATE 9/19/71

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



TRANSAMERICAN TRAILER TRANSPORT, INC.

TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

Owner TTT License 26662 Trailer No. 770-[illegible]

Type of Trailer: ☐ Reefer ☐ O/T ☐ F/B ☐ Tank ☐ L/B ☐ Special Equip ☐ SSL

4/1/15 OUT			IN		
FLT	526	1975	DDL		SEAL NO. 38028
TWIN EXP	CHASSIS		TWIN EXP		DESTINATION N/B
CANCEL	X 6005		CANCEL		TRACTOR 5295

FOR EXCEPTIONS MARK AN X IN APPROPRIATE LOCATION DESIRED SQ BROKEN IN HOLE

OUT			IN		
RIGHT SIDE: S S	REAR: /	TOP: /	RIGHT SIDE: S	REAR: /	TOP:
LEFT SIDE: S	FLOOR	M.P. READING 112397	LEFT SIDE: S	FLOOR	M.P. READING 11263.4

LOADED ☑ EMPTY ☐

DEMURRAGE
Free Time Starts 9/21/71
Demurrage Starts

Number of Days
Rate
Demurrage Charges

LOADED ☐ EMPTY ☐

REMARKS: Fuel Tank Reading 9/28/71 Temp.

MISC	OUT				IN			
	BRAKES		DOORS		BRAKES	✓	DOORS	✓
	WHEEL LUGS	✓	CHASSIS		WHEEL LUGS	✓	CHASSIS	
	FLAPS		LANDING GEAR		FLAPS	✓	LANDING GEAR	
	LIGHTS		COUPLERS		LIGHTS	✓	COUPLERS	
	CLEARANCE		STOP		TAIL		CLEARANCE	✓	STOP	✓	TAIL	✓

TIRES	OUT				IN			
	POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION
	RF OUT		LF OUT		RF IN		LF OUT	
	RF IN		LF IN		RF IN		LF IN	
	RR OUT		LR OUT		RR OUT		LR OUT	
	RR IN		LR IN		RR IN		LR IN	

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRUCKMAN SIGN [signature]

CHECKED BY [signature]

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CHECKED BY [signature]

DRIVER SIGN [signature]

White Copy: Lessor's Control Gold Copy: Accounting Dept. Lt. Yellow Copy: Invoice Green Copy: Lessee's File
Pink Copy: [illegible] Blue Copy: Claims Dept. Buff Copy: Victoria Files

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT INC.
L. C. L. STOWAGE

DATE: 9/17/71
CONTAINER # 790466 SEAL 27737 WEIGHT
SHIP Ponce de Leon VOYAGE # CUBE

E	D/R #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS:	RAIL CAR # OR SHIPPER	CONSIGNEE
	8084							
			Strip + Reload Dirty to same Trlr.					
			No Cont Required					

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

DELIVERING CARRIER
☐ TTT Pick-up ☐ Own Delivery ☒ Other

DOCK RECEIPT # 8060 | TTT BOOKING NO.

FORWARDING AGENT - REFERENCES

DOCK RECEIPT

SHIPPER
TWIN EXPRESS, INC. 157 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME-STREET-ADDRESS-CITY ☐ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL | VOYAGE NO. | FLAG: AMERICAN | PIER: 13 Stapleton, Staten Island | PORT OF LOADING: New York

PORT OF DISCHARGE: SAN JUAN, PUERTO RICO | FINAL PORT-DESTINATION (IF THE GOODS-NOT OF THE SHIP): SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC- 062 TRL-790-315 SEAL-4003	574	FREIGHT OF ALL KINDS		19,420

EXAMINED 1971 SEP 17

IN ACCORDANCE WITH RULE 5(b) OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACKAGE OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AS $_____ AND UNLESS SHIPPER PAYS A CHARGE OF $1.00 OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS $_____

FOR PIER USE ONLY

CARRIER LEROY K LICENSE # XEA91P NJ

TRAILER RTTL 790315 SEAL # SIDE DOOR _____ SEAL # REAR DOOR 4003

NO SEAL ON ARRIVAL. TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____

CHECKED [illegible] DATE 9/17/71

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREOF SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT, TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY [illegible] RECEIVING CLERK

DATE 9/17/71

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

DELIVERING CARRIER — STEAMER

☐ TTT Pick-up ☐ Own Delivery ☒ Other

TTT BOOKING NO. 5030

FORWARDING AGENT — REFERENCES

RELEASED VALUE CLAUSE SEE MARGIN No. 14, REVERSE SIDE

BILL OF LADING
(Not negotiable unless consigned to order)

SHIPPER
TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME-STREET-ADDRESS-CITY ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL S.S. PONCE DE LEON — VOYAGE NO 41-13 — FLAG AMERICAN
SAN JUAN, PUERTO RICO

PIER 13 Stapleton, Staten Island — PORT OF LOADING New York

FINAL PORT-DESTINATION (OF THE GOODS-NOT OF THE SHIP) SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC- 862 TRL-790-315 SEAL-4003	574	FREIGHT OF ALL KINDS		19,428

IN ACCORDANCE WITH RULE 6 OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PER SEE RULE 6 UNLESS A GREATER VALUE IS DECLARED HEREIN AND UNLESS SHIPPER PAYS A CHARGE OF 1% OF DECLARED VALUE IN EXCESS OF $500 PER PACKAGE. RATE OR CHARGE IS _____

TRAILER NO 790-315 SEAL NO 4003

☑ TRAILER IS SHIPPER'S LOAD, STOW, AND COUNT

☐ TRAILER SAID TO CONTAIN PACKAGES AND/OR CASES HEREIN

SUBJECT TO CARRIERS FREIGHT TARIFF CURRENTLY IN EFFECT ON FILE WITH FEDERAL MARITIME COMMISSION, WASHINGTON, D.C.

IN WITNESS WHEREOF, the Master of the said ship or his agent, has signed this bill of lading

TRANSAMERICAN TRAILER TRANSPORT, INC.

Al Parett

DATED AT NEW YORK

FREIGHT	9310030	TRL	880 00
	Bunkers Surcharge 3%		26 40
LANDING CHARGE		TRL	37 00
LANDING CHARGE			
DOCUMENTATION CHARGE			
PICK UP			
DELIVERY			
TRANSHIPMENT CHARGE			
OTHER (SPECIFY)			
PER DIEM			

INSURANCE COVERAGE — SEE PARAGRAPH 11 REVERSE SIDE
☐ H.H. GOODS PERSONAL EFFECTS ALL RISK ☐ ALL RISK
☐ VEHICLE ALL RISK ☐ MARINE RISK F.P.A. ☐ MARINE RISK W.P.A.
VALUE $ _____

TOTAL

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

(Rev. Nov. 1965) EXPORT SHIPMENTS ARE SUBJECT TO U.S. CUSTOMS INSPECTION

CONFIDENTIAL.—For use solely for official purposes authorized by the Secretary of Commerce. Use for unauthorized purposes is not permitted (Title 15 Sec. 30.91(a), C.F.R., Title 50, U.S.C. App., 2026c).

NOTE.—If a destination control statement is required on an Export Declaration, such statement must also appear on all copies of the bill of lading and commercial invoice.

District	Port	Flag	General
10	01		

DELIVERING CARRIER

B/L NO. 520

3. Forwarding Agent

SHIPPER'S EXPORT DECLARATION

READ INSTRUCTIONS ON REVERSE SIDE

2. Method of Transportation (Check one)
☒ VESSEL ☐ AIR ☐ OTHER (SPECIFY)

Customs Authentication (For customs use only)

TWIN EXPRESS

Declaration should be made by principal party in interest or his agent (See back of declaration)

11. I certify that all statements and information on this export declaration are true and correct.

9-18-

TWIN EXPRESS, INC.

For

1. Exporter (Principal or Seller) (Name and address)
TWIN EXPRESS INC. 151 CHARLES STREET, NEW YORK, NEW YORK

4. Consignee To
TWIN EXPRESS INC. G.P.O. BOX 4444, SAN JUAN, PUERTO RICO

22. Ultimate Consignee (Give name and address if known at time of export declaration)

Ultimate Consignee/Actual Notify Party (Give name and address)
TWIN EXPRESS INC.
G.P.O. BOX 4444
SAN JUAN, PUERTO RICO

6. Intermediate Consignee (Give name and address)

23. Date of Exportation (Subject to change)

7. Exporting Carrier (If vessel, give name and flag; if airline give name of airline)
Puerto Rican H1-13

8. Pier or Airport
PIER 13 STATEN ISLAND

9. Port of Loading
NEW YORK

24. Place and Country of Ultimate Destination

10. Foreign Port of Unloading (Vessel and air shipments only)
SAN JUAN, PUERTO RICO

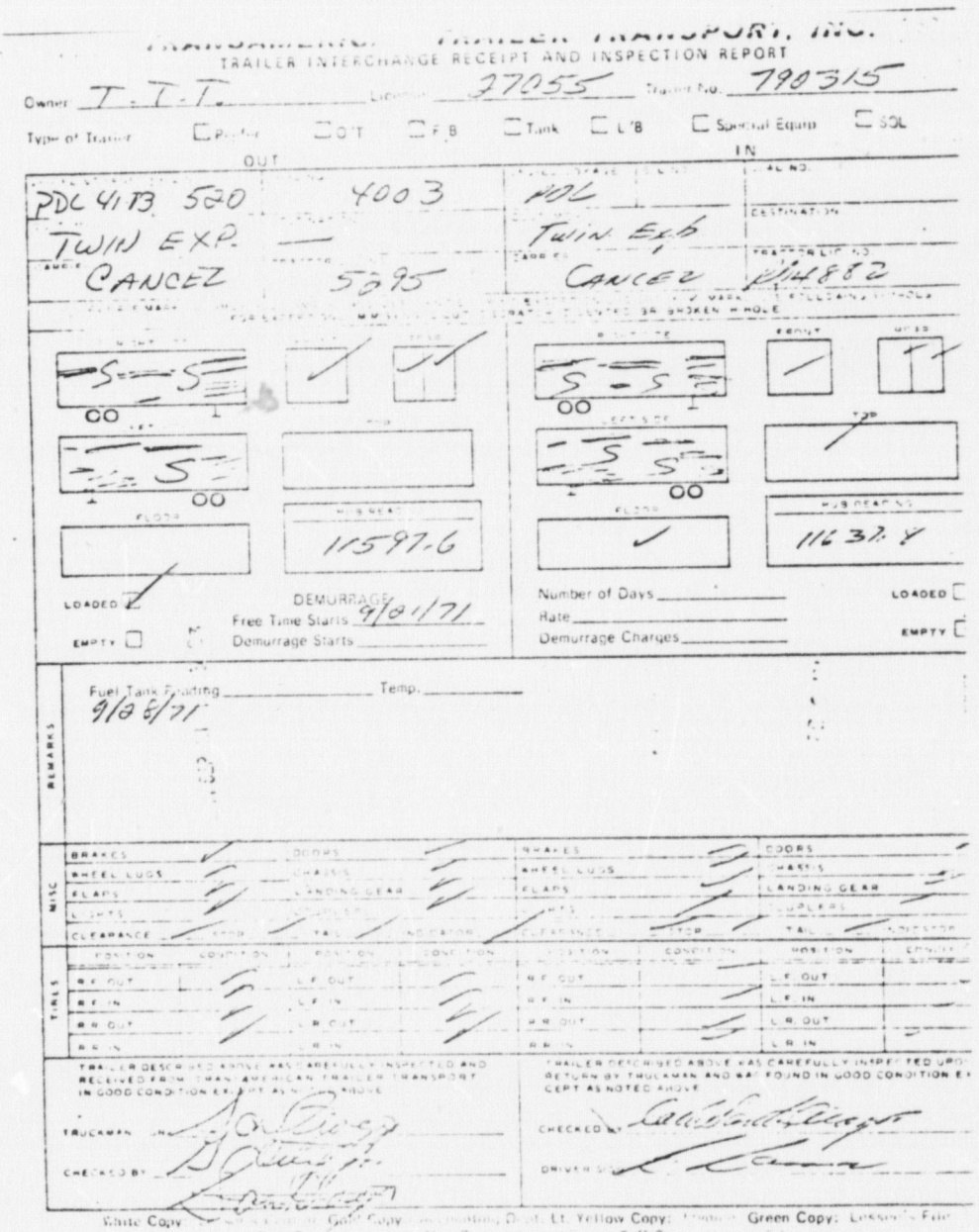
11. For Transshipment To (If goods are to be transshipped or forwarded at port of unloading)

25. Power of Attorney (Optional)

MARKS AND NUMBERS (12)	NO. OF PKGS. (13)	Description of Commodities (Schedule B data, with export license number and expiration date (or General License symbol) below description of each item. See instruction 7a on reverse side.) (14)	MEASUREMENT (15)	GROSS WEIGHT (POUNDS) (16)	D/F (17)	SCHEDULE B COMMODITY NO. (18)	NET QUANTITY (Shipping Unit) (19)	SHIPPING UNIT (Explain unit) (20)
		LIGHTING FIXTURES		720		D [illegible]	0	48
LOT NYC-862		XXXXXXXXX				D 725.0	10	
TRL. 790-315		XXXXXXXXXX				D 695.9	10	
		XXXXXXXXXX		11027		D 693.7	10	1750
		PCS. GOODS		1190		D 555.2	10	110
		HAND TOOLS		3,291		D 821.2	10	480
		XXX				D 611.2	10	
		XXXXXXXXX				D 925.0	28	
		XXXXXXXXXXXX				D 611.9	20	
		XXXXXXXXXX				D 697.9	20	
		XXXXXXXX				D 821.2	20	
		XXXXXXXXX				D 691.0	10	
		XXXXXXXXX				D 695.1	10	
		XXXXXXXXX				D 725.0	30	
		XXXXXXXXX				D 665.9	30	
		XXXXXXXXX				D 555.0	10	
		XXXXXXXXXX				D 725.0	10	
		XXXXXXXXX		2400		D 697.2	10	420
		SPUN. ALUM. COOKING UTENSILS						

DO NOT USE THIS AREA

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



TRANSAMERICAN TRAILER TRANSPORT, INC.

TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

Owner T.I.T. License 27055 Trailer No. 790315

Type of Trailer ☐ Platform ☐ O/T ☐ F.B ☐ Tank ☐ L'B ☐ Special Equip ☐ SDL

OUT		IN	
PDC 41B 520	4003	POL	
TWIN EXP.	—	Twin Exp	
CANCEZ	5895	CANCEZ	1H882

HUBMETER 11597.6 — HUB READING 11631.8

LOADED ☑ EMPTY ☐ DEMURRAGE Free Time Starts 9/01/71 Demurrage Starts

Number of Days Rate Demurrage Charges LOADED ☐ EMPTY ☐

REMARKS: Fuel Tank Reading Temp. 9/06/71

MISC	OUT		IN	
	BRAKES ✓	DOORS ✓	BRAKES ✓	DOORS ✓
	WHEEL LUGS ✓	CHAINS ✓	WHEEL LUGS ✓	CHAINS ✓
	FLAPS ✓	LANDING GEAR ✓	FLAPS ✓	LANDING GEAR ✓
	LIGHTS ✓	SPARE TIRE ✓	LIGHTS ✓	SPARE TIRE ✓
	CLEARANCE ✓	STOP ✓ TAIL ✓	CLEARANCE ✓	STOP ✓ TAIL ✓

TIRES	OUT		IN	
	POSITION / CONDITION	POSITION / CONDITION	POSITION / CONDITION	POSITION / CONDITION
	RF OUT	LF OUT	RF OUT	LF OUT
	RF IN	LF IN	RF IN	LF IN
	RR OUT	LR OUT	RR OUT	LR OUT
	RR IN	LR IN	RR IN	LR IN

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRUCKMAN J. Gallegos

CHECKED BY D. Quesada

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CHECKED BY Gallegos

DRIVER S. Lewis

White Copy — Gold Copy — Lt. Yellow Copy: Green Copy: Lessee's File

Pink Copy — Blue Copy: Buff Copy — Agency File

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT INC.
L C L. STOWAGE

DATE: 9/17/71
CONTAINER # 790315 SEAL 27236 WEIGHT
SHIP Ponce city ferry VOYAGE # CUBE

B/L'S	DIR #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE
	8080			Strip and Roll of Same Tyes				
				(15) Packages				

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

350 ST. MARK'S PLACE STATEN ISLAND, N.Y. 10301
TELEPHONE 727-2500 CABLE TRIPLETT

DELIVERING CARRIER TO STEAMER

☐ TTT Pick up ☐ Own Delivery ☒ Other

DOCK RECEIPT # 8043

TTT BOOKING NO.

FORWARDING AGENT — REFERENCES

DOCK RECEIPT

SHIPPER
TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME-STREET-ADDRESS-CITY ☒ NOT REQUIRED — UNLESS CHECKED DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL	VOYAGE NO.	FLAG	PIER	PORT OF LOADING
		AMERICAN	13 Stapleton, Staten Island	New York

PORT OF DISCHARGE: SAN JUAN, PUERTO RICO

FINAL PORT-DESTINATION (IF THE GOODS NOT OF THE SHIP): SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC-606 TRL-790-105 SEAL-4001	453	FREIGHT OF ALL KINDS		26,295

RECEIVED 1971 SEP 17 AM 10 NORTH

IN ACCEPTANCE WITH RULE 6(b) OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPER'S USE OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AND _____ AND UNLESS SHIPPER PAYS A CHARGE OF $5.00 OR DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS _____

FOR PIER USE ONLY

CARRIER Lenox LICENSE # 72090 NY

TRAILER # ATTZ 79105 SEAL # SIDE DOOR _____ SEAL # REAR DOOR 4001

NO SEAL ON ARRIVAL. TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____

CHECKED _____ DATE 9/17/71

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER H SUBJECT TO ALL THE TERMS OF THE RE FORM OF PIER PERMIT, DOCK RECEIPT AND OF LADING OF THE CARRIER, COPIES OF WHICH BE OBTAINED ON APPLICATION TO THE CAR ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER AGENT TRAILERS ARE RECEIVED SUBJE SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPOR

BY _____ RECEIVING CLERK

DATE 9/17/71

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

DELIVERING CARRIER — OTHER: ☐ TTT Pick-up ☐ Own Delivery ☒ Other

TTT BOOKING NO. 8043

FORWARDING AGENT — REFERENCES

RELEASED VALUE CLAUSE SEE PARAGRAPH 14, REVERSE SIDE

BILL OF LADING
(Not negotiable unless consigned to order)

SHIPPER
TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME-STREET-ADDRESS-CITY ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL: S.S. PONCE DE LEON — VOYAGE NO. 41-13 — FLAG: AMERICAN

PIER: 13 Stapleton, Staten Island — PORT OF LOADING: New York

PORT OF DISCHARGE: SAN JUAN, PUERTO RICO

FINAL PORT-DESTINATION OF THE GOODS (NOT OF THE SHIP): SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC-361 TRL-790-105 SEAL-4002	453	FREIGHT OF ALL KINDS		26,295

IN ACCORDANCE WITH RULE 7(d) OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE, OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS A ONE OR MORE UNLESS A GREATER VALUE IS SET FORTH HEREIN AT $_____ AND UNLESS SHIPPER PAYS A CHARGE OF $1.00 OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS $_____

TRAILER NO. 790-105 SEAL NO. 4002

☒ TRAILER IS SHIPPER'S LOAD, STOW, AND COUNT.

☒ TRAILER SAID TO CONTAIN PACKAGES AND/OR CARGO HEREIN AS STATED.

SUBJECT TO CARRIERS FREIGHT TARIFF CURRENTLY IN EFFECT ON FILE WITH FEDERAL MARITIME COMMISSION, WASHINGTON, D.C.

IN WITNESS WHEREOF, the Master of the said ship by his agent, has signed this bill of lading.

TRANSAMERICAN TRAILER TRANSPORT, INC.

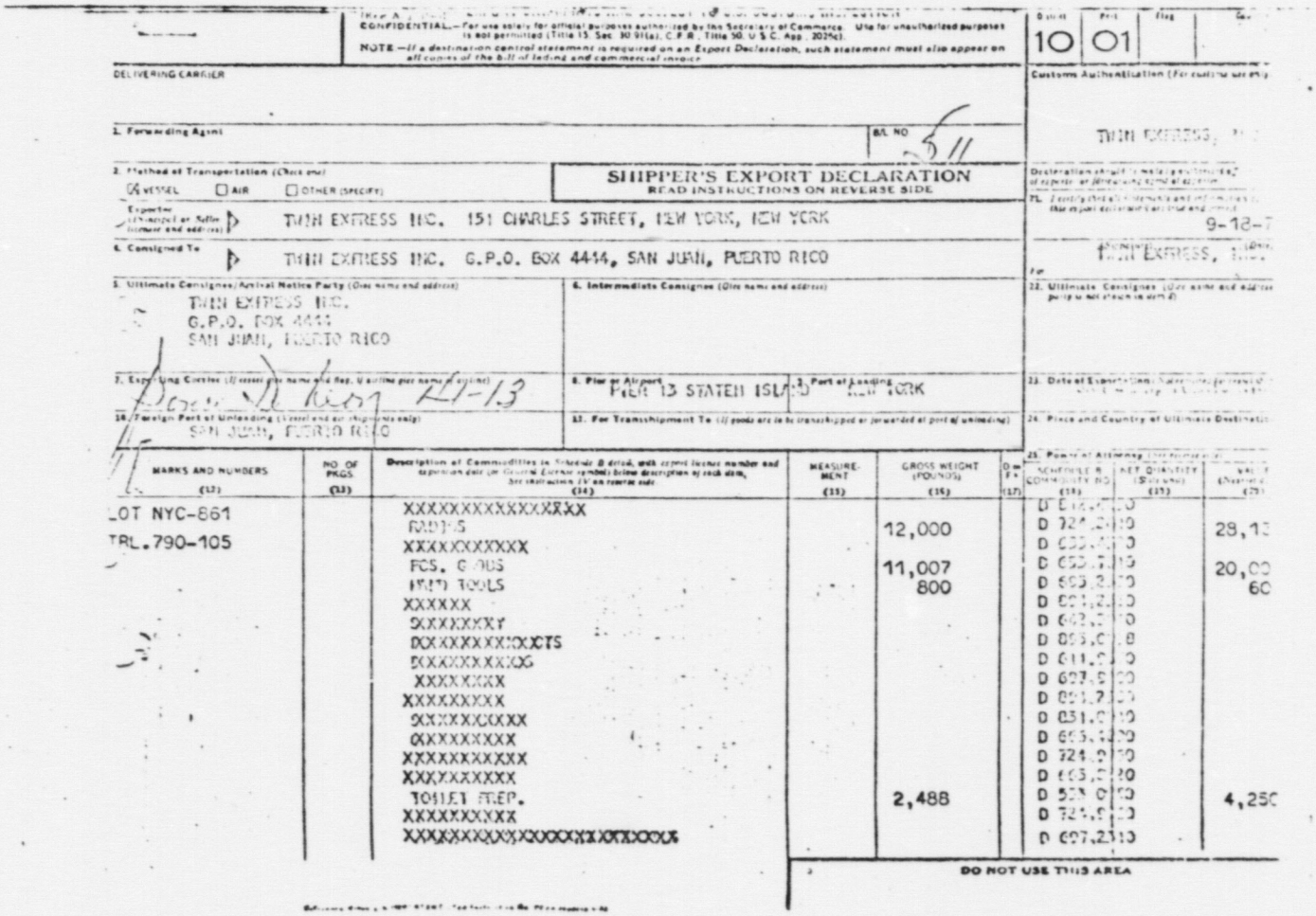
By Al Panetta

DATED AT NEW YORK

This 7 Mo 17 Day 71

OCEAN FREIGHT	9310030 Tcl	880
	Bunkers Surcharge 3%	26
LANDING CHARGE	@ Tcl	39
LANDING CHARGE	@	
DOCUMENTATION CHARGE		
PICK-UP		
DELIVERY		
TRANSHIPMENT CHARGE		
OTHER (SPECIFY)		
PER DIEM		
INSURANCE COVERAGE (SEE PARAGRAPH 13 REVERSE SIDE) ☐ H.H. GOODS & PERSONAL EFFECTS ALL RISK ☐ ALL RISK ☐ VEHICLE ALL RISK ☐ MARINE RISK FPA ☐ MARINE RISK WPA VALUE $		
PREPAID	TOTAL	945

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



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NOTE.—If a destination control statement is required on an Export Declaration, such statement must also appear on all copies of the bill of lading and commercial invoice.

Dist. 10 | Port 01 | Flag | Gen.

DELIVERING CARRIER

Customs Authentication (For customs use only)

TWIN EXPRESS, INC.

2. Forwarding Agent

B/L NO 511

2. Method of Transportation (Check one)
☒ VESSEL ☐ AIR ☐ OTHER (SPECIFY)

SHIPPER'S EXPORT DECLARATION
READ INSTRUCTIONS ON REVERSE SIDE

Declaration shall [illegible] of export or [illegible]

Exporter (If not the principal or seller, list name and address) ▷ TWIN EXPRESS INC. 151 CHARLES STREET, NEW YORK, NEW YORK

7b. [illegible] this export [illegible]

9-12-7

6. Consigned To ▷ TWIN EXPRESS INC. G.P.O. BOX 4444, SAN JUAN, PUERTO RICO

TWIN EXPRESS, INC.

For

5. Ultimate Consignee/Arrival Notice Party (Give name and address)
TWIN EXPRESS INC.
G.P.O. BOX 4444
SAN JUAN, PUERTO RICO

6. Intermediate Consignee (Give name and address)

22. Ultimate Consignee (Give name and address [illegible] not stated in item 6)

7. Exporting Carrier (If vessel give name and flag. If airline give name of airline)
Flagship Resolution 12-13

8. Place of Airport
PIER 13 STATEN ISLAND

9. Port of Loading
NEW YORK

23. Date of Exportation (Approximate for [illegible])

10. Foreign Port of Unloading (Vessel and air shipments only)
SAN JUAN, PUERTO RICO

11. For Transshipment To (If goods are to be transshipped or forwarded at port of unloading)

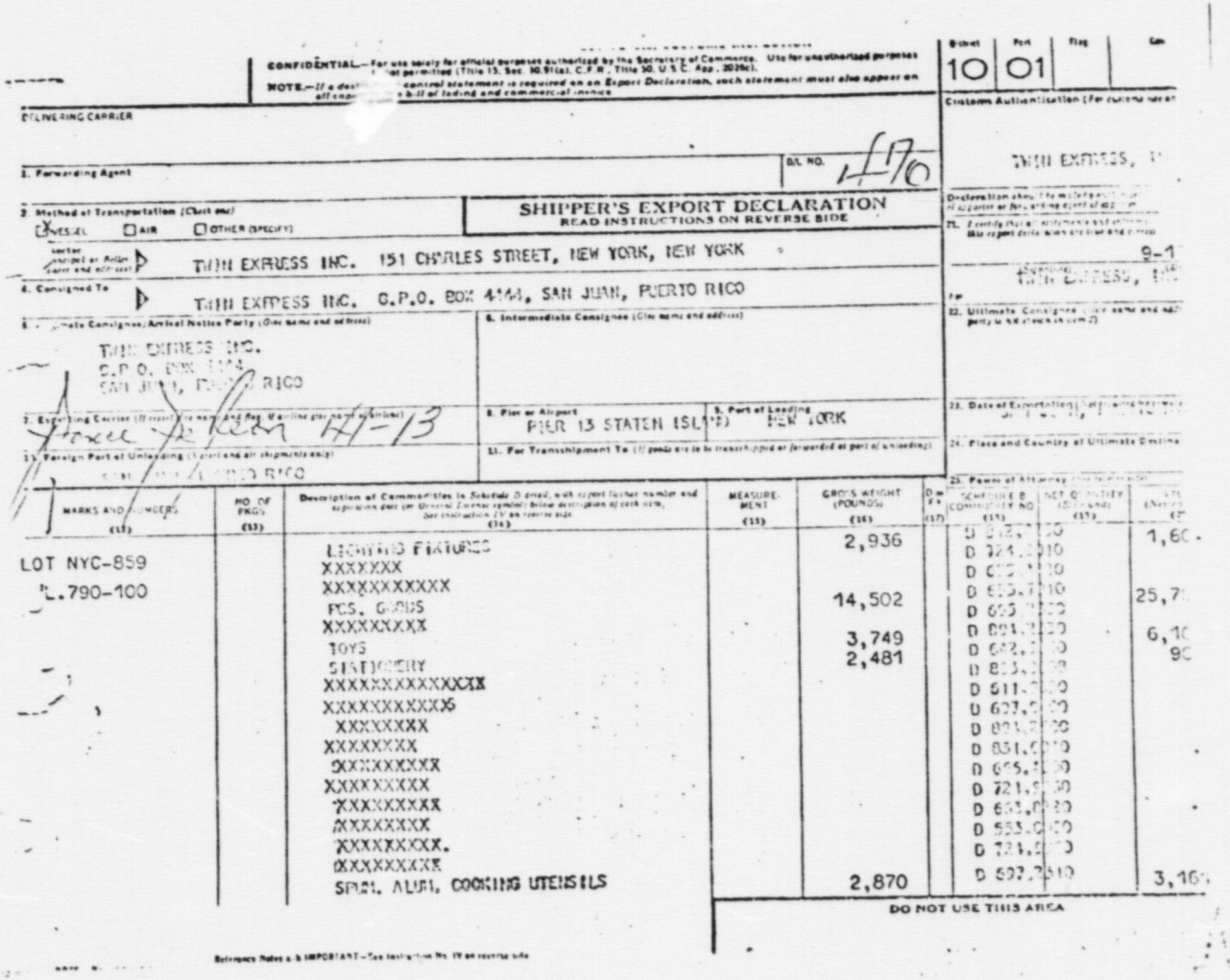
24. Place and Country of Ultimate Destination

25. Power of Attorney (Optional)

MARKS AND NUMBERS (12)	NO. OF PKGS. (13)	Description of Commodities in Schedule B detail, with export license number and expiration date (or Country Exclusion symbol) below description of each item. See instructions IV on reverse side (14)	MEASUREMENT (15)	GROSS WEIGHT (POUNDS) (16)	D/F (17)	SCHEDULE B COMMODITY NO. (18)	NET QUANTITY (SHIPPING) (19)	VALUE (Omit) (20)
LOT NYC-861		XXXXXXXXXXXXXXXX				D [illegible]		
TRL.790-105		RADIOS		12,000		D 724.2410		28,1[illegible]
		XXXXXXXXXX				D [illegible]		
		PCS. GOODS		11,007		D 692.7[illegible]		20,00
		MISC TOOLS		800		D 695.3[illegible]		60
		XXXXXX				D 691.2[illegible]		
		XXXXXXXX				D 692.[illegible]		
		XXXXXXXXXXXXTS				D 695.0[illegible]		
		XXXXXXXXXOG				D 611.2[illegible]		
		XXXXXXXX				D 692.9[illegible]		
		XXXXXXXXX				D 691.7[illegible]		
		XXXXXXXXXX				D 831.0[illegible]		
		XXXXXXXXX				D 695.[illegible]		
		XXXXXXXXXX				D 724.9[illegible]		
		XXXXXXXXX				D 695.[illegible]		
		TOILET PREP.		2,488		D 533.9[illegible]		4,250
		XXXXXXXXXX				D 724.9[illegible]		
		XXXXXXXXXXXXXXXXXXXXXX				D 697.2310		

DO NOT USE THIS AREA

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



CONFIDENTIAL — For use solely for official purposes authorized by the Secretary of Commerce. Use for unauthorized purposes not permitted (Title 13, Sec. 30.91(a), C.F.R.; Title 50, U.S.C. App., 2020(c)).

NOTE — If a destination control statement is required on an Export Declaration, such statement must also appear on all commercial invoices, bills of lading and commercial invoice

District 10 | Port 01 | Flag | Exp

DELIVERING CARRIER

1. Forwarding Agent — B/L NO. 170

2. Method of Transportation (Check one): ☒ VESSEL ☐ AIR ☐ OTHER (SPECIFY)

SHIPPER'S EXPORT DECLARATION
READ INSTRUCTIONS ON REVERSE SIDE

3. Exporter (principal or seller name and address): TWIN EXPRESS INC. 151 CHARLES STREET, NEW YORK, NEW YORK

4. Consigned To: TWIN EXPRESS INC. G.P.O. BOX 4144, SAN JUAN, PUERTO RICO

5. Intermediate Consignee/Arrival Notice Party (Give name and address): TWIN EXPRESS INC. G.P.O. BOX 4144 SAN JUAN, PUERTO RICO

6. Intermediate Consignee (Give name and address)

7. Forwarding Carrier (If vessel, give name and flag. If airline give name of airline): Hoxel Ocean #1-13

8. Pier or Airport: PIER 13 STATEN ISL(ND)

9. Port of Loading: NEW YORK

10. Foreign Port of Unloading (Vessel and air shipments only): SAN JUAN PUERTO RICO

11. For Transshipment To (If goods are to be transshipped or forwarded at port of unloading)

Customs Authentication (For customs use only): TWIN EXPRESS, I

Declaration shall be made by the exporter or his forwarding agent or agent

71. I certify that all statements and information made in this export declaration are true and correct: 9-1 TWIN EXPRESS, I

For

12. Ultimate Consignee (Give name and address, if known): 13. Date of Exportation: 14. Place and Country of Ultimate Destination

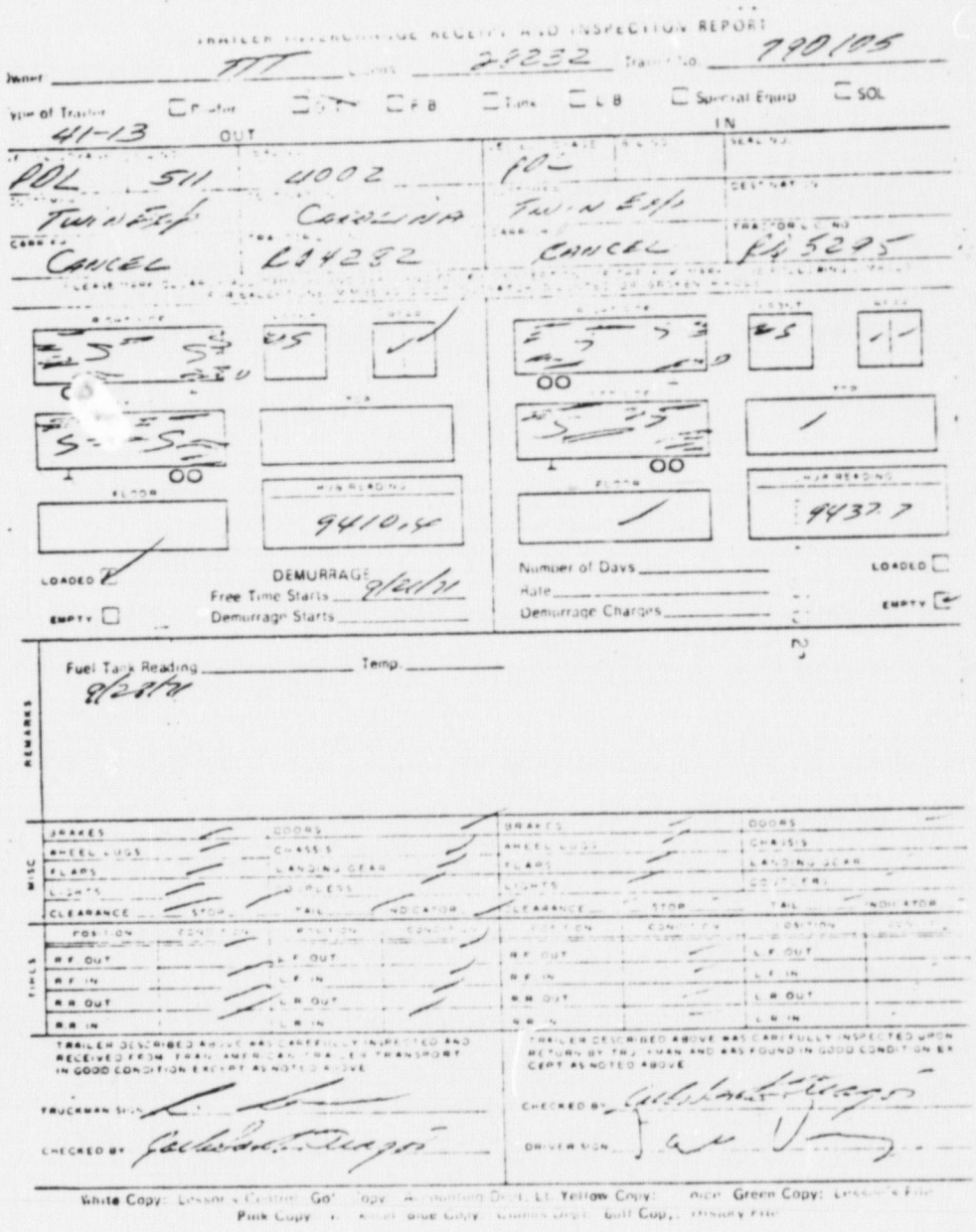
15. Power of Attorney (Yes or No)

16. MARKS AND NUMBERS	17. NO. OF PKGS	18. Description of Commodities (Schedule B)	19. MEASUREMENT	20. GROSS WEIGHT (POUNDS)	21. D/F	22. SCHEDULE B COMMODITY NO.	23. NET QUANTITY (SCHEDULE B)	24. VAL (Omit
LOT NYC-859		LIGHTING FIXTURES		2,936		D [illegible]10		1,60
L.790-100		XXXXXXX				D 724.[illegible]10		
		XXXXXXXXXX				D 615.[illegible]10		
		FCS. GOODS		14,502		D 699.[illegible]10		25,7
		XXXXXXXXX				D 891.[illegible]50		6,1
		TOYS		3,749		D 662.[illegible]50		9
		STATIONERY		2,481		D 895.[illegible]10		
		XXXXXXXXXXXX				D 611.[illegible]50		
		XXXXXXXXXX				D 627.[illegible]50		
		XXXXXXXX				D 891.[illegible]50		
		XXXXXXXX				D 891.[illegible]10		
		XXXXXXXXX				D 695.[illegible]50		
		XXXXXXXXX				D 721.[illegible]50		
		XXXXXXXXX				D 699.[illegible]50		
		XXXXXXXX				D 553.[illegible]10		
		XXXXXXXXX.				D 721.[illegible]10		
		XXXXXXXXX				D 697.[illegible]10		3,16
		SPEC. ALUM. COOKING UTENSILS		2,870				

DO NOT USE THIS AREA

Reference Notes a, b IMPORTANT — See instruction No. 19 on reverse side

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-1".



TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

990105

Owner TTT Trailer No. 22232

Type of Trailer ☐ F-Flat ☐ S-T ☐ F B ☐ Tank ☐ L B ☐ Special Equip ☐ SOL

41-13 OUT IN

POL 511 4002 10-

Twin Exp Carolina Tw-N Exp

CANCEL L84232 CANCEL P45295

E S S E S S E S S E S S

00 00

HUB READING 9410.4 HUB READING 9437.7

LOADED ☒ EMPTY ☐

DEMURRAGE
Free Time Starts 9/21/71
Demurrage Starts

Number of Days
Rate
Demurrage Charges

LOADED ☐ EMPTY ☒

REMARKS

Fuel Tank Reading Temp.
9/24/71

MISC

BRAKES	DOORS	BRAKES	DOORS
WHEEL & HUBS	CHASSIS	WHEEL & HUBS	CHASSIS
FLAPS	LANDING GEAR	FLAPS	LANDING GEAR
LIGHTS	COUPLER	LIGHTS	COUPLER
CLEARANCE STOP TAIL INDICATOR		CLEARANCE STOP TAIL INDICATOR	

TIRES

POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION
RF OUT		LF OUT		RF OUT		LF OUT	
RF IN		LF IN		RF IN		LF IN	
RR OUT		LR OUT		RR OUT		LR OUT	
RR IN		LR IN		RR IN		LR IN	

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRUCKMAN AND FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRUCKMAN SIGN

CHECKED BY

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CHECKED BY

DRIVER SIGN

White Copy: Lessor's Control Copy Yellow Copy: Green Copy: Lessee's File
Pink Copy: Blue Copy: Gold Copy:

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT INC.
L. C. L. STOWAGE

DATE: 7/12/71
CONTAINER # 790155 SEAL 27233 WEIGHT
SHIP Ponce VOYAGE # CUBE

B/L #	D/R #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE
	8043			1 trip + 2-1.CL Source Tab.				
				No Count Reqmnd				

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

DELIVERING CARRIER — ITEM — TTT BOOKING NO. 9757

☐ TTT Pick up ☐ Own Delivery ☒ Other

FORWARDING AGENT — REFERENCES

RELEASED VALUE (SEE PARAGRAPH 14 REVERSE SIDE)

BILL OF LADING
(Not negotiable unless consigned to order)

SHIPPER
TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME-STREET-ADDRESS-CITY ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED
ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL	VOYAGE NO.	FLAG	PIER	PORT OF LOADING
S.S. PONCE DE LEON	41-13	AMERICAN	13 Stapleton, Staten Island	New York

FINAL PORT-DESTINATION (OF THE GOODS-NOT OF THE SHIP)
SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGH
LOT NYC- 857 TRL- 790-607 SEAL-1091	529	FREIGHT OF ALL KINDS		23,004

IN ACCORDANCE WITH RULE 5(a) OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PER BY MISC UNLESS A GREATER VALUE IS SET FORTH HEREIN AS _____ AND UNLESS IN EVERY CASE A CHARGE OF $1.00 DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS _____

TRAILER NO 790-607 SEAL NO 1091

☐ TRAILER TO SHIPPER'S LOAD, STOW, AND COUNT

☐ TRAILER SAID TO CONTAIN PACKAGES AND/OR CARGO HEREIN INDICATED.

SUBJECT TO CARRIERS FREIGHT TARIFF CURRENTLY IN EFFECT ON FILE WITH FEDERAL MARITIME COMMISSION, WASHINGTON, D.C.

IN WITNESS WHEREOF, the Master of the said ship or his agent, has signed this bill of lading.

TRANSAMERICAN TRAILER TRANSPORT, INC.

By Al Panetta

DATED AT NEW YORK

L No. 2191 9 Mo. 16 Day 71

OCEAN FREIGHT			
	9310030-	Trl	$30 00
	Bunkers Surcharge 3%		26 [illegible]
LANDING CHARGE		Trl	39 00
LANDING CHARGE			
DOCUMENTATION CHARGE			
PICK-UP			
DELIVERY			
TRANSSHIPMENT CHARGE			
OTHER (SPECIFY)			
PER DIEM			
INSURANCE COVERAGE (SEE PARAGRAPH 13 REVERSE SIDE) ☐ H.H. GOODS & PERSONAL EFFECTS ALL RISK ☐ ALL RISK ☐ VEHICLE ALL RISK ☐ MARINE RISK FPA ☐ MARINE RISK WPA VALUE $			
TO BE PREPAID	TOTAL FREIGHT AND CHARGES		215 [illegible]

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4",

DELIVERING CAR [illegible] ISR

☐ TTT Pick-up ☐ Own Delivery ☒ Other

DOCK RECEIPT # 9957 | TTT BOOKING NO.

FORWARDING AGENT - REFERENCES

DOCK RECEIPT

SHIPPER
TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME-STREET-ADDRESS-CITY ☐ NOT ☒ REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL | VOYAGE NO. | FLAG: AMERICAN | PIER: 13 Stapleton, Staten Island | PORT OF LOADING: New York

DATE OF DISCHARGE: SAN JUAN, PUERTO RICO | FINAL PORT-DESTINATION (OF THE GOODS-NOT OF THE SHIP): SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC- 857 TRL- 790-607 SEAL-1091	529	FREIGHT OF ALL KINDS		23,004

RECEIVED SEP 16 1971 [illegible]

IN ACCORDANCE WITH RULE 5(a) OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACKAGE OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AS $ _____ AND UNLESS SHIPPER PAYS A CHARGE OF 1% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS $ _____

FOR PIER USE ONLY

CARRIER LeRoy K LICENSE # 87745 NY

TRAILER # RTTZ 79067 SEAL # SIDE DOOR _____ SEAL # REAR DOOR 1091

NO SEAL ON ARRIVAL. TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____

CHECKED _____ DATE 9/16/71

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREON SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

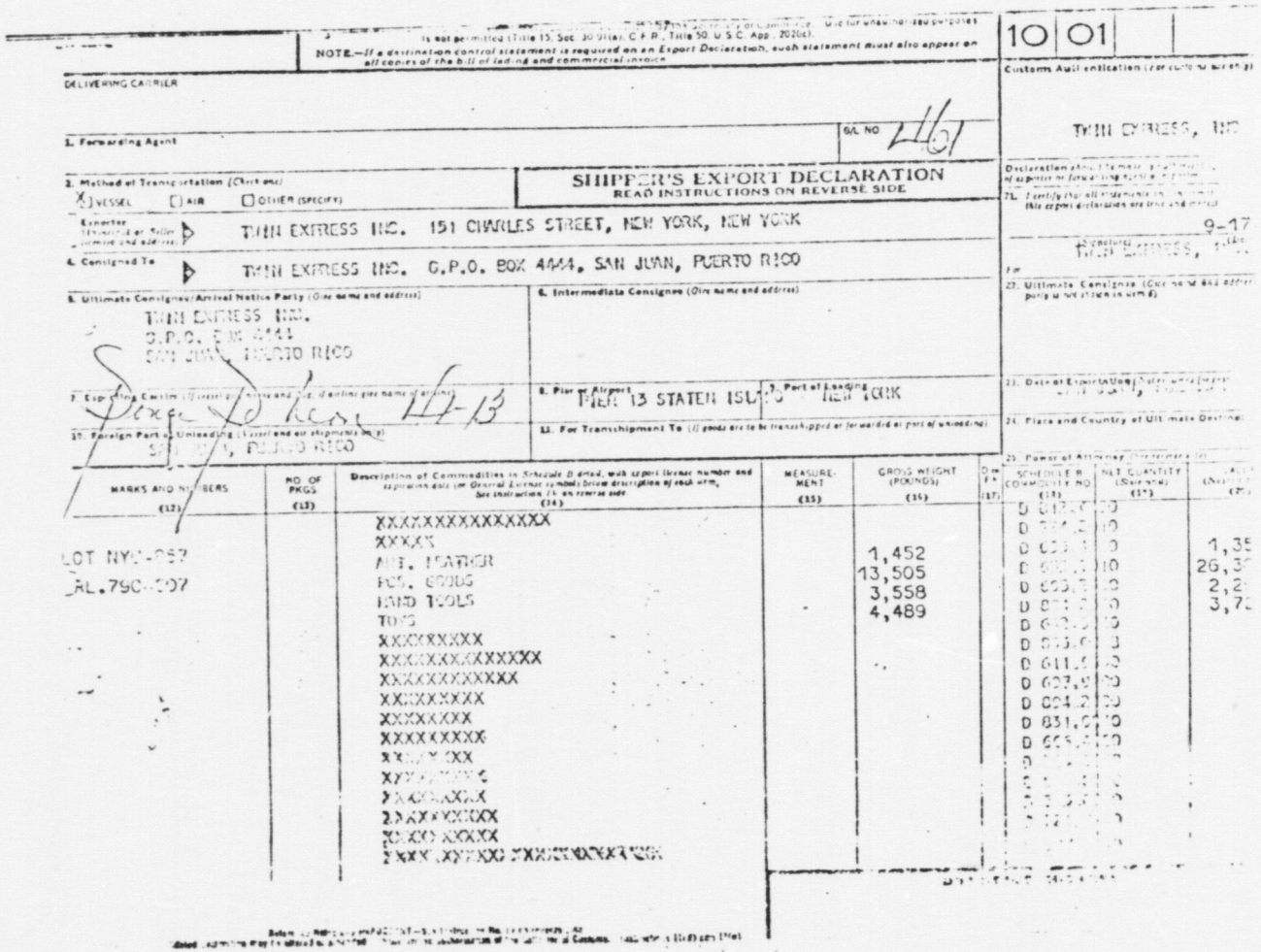
WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY [signature] RECEIVING CLERK

DATE 9/16/71

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



is not permitted (Title 15, Sec. 30.9(a), C.F.R., Title 50, U.S.C. App., 2020(b)).

NOTE—*If a destination control statement is required on an Export Declaration, such statement must also appear on all copies of the bill of lading and commercial invoice.*

10 | 01

DELIVERING CARRIER

Customs Authentication (For customs use only)

TWIN EXPRESS, INC

1. Forwarding Agent

BL NO 4461

2. Method of Transportation (Check one)

[X] VESSEL [ ] AIR [ ] OTHER (SPECIFY)

SHIPPER'S EXPORT DECLARATION
READ INSTRUCTIONS ON REVERSE SIDE

Declaration authenticated by (name of shipper or forwarding agent)

7a. I certify that all statements in this export declaration are true and correct.

9-17

Exporter (If other than principal seller, supply name and address)

TWIN EXPRESS INC. 151 CHARLES STREET, NEW YORK, NEW YORK

Exporter

TWIN EXPRESS, INC.

4. Consigned To

TWIN EXPRESS INC. G.P.O. BOX 4444, SAN JUAN, PUERTO RICO

for

5. Ultimate Consignee/Arrival Notice Party (Give name and address)

TWIN EXPRESS INC.
G.P.O. BOX 4444
SAN JUAN, PUERTO RICO

6. Intermediate Consignee (Give name and address)

22. Ultimate Consignee (Give name and address of party to which goods are consigned)

7. Exporting Carrier (If vessel, give name and, if another than name of vessel)

Pier 13 4-13

8. Place of Export: PIER 13 STATEN ISLAND

9. Port of Loading: NEW YORK

23. Date of Exportation (Subject to change)

10. Foreign Port of Unloading (Vessel and air shipments only)

SAN JUAN, PUERTO RICO

11. For Transshipment To (If goods are to be transshipped or forwarded at port of unloading)

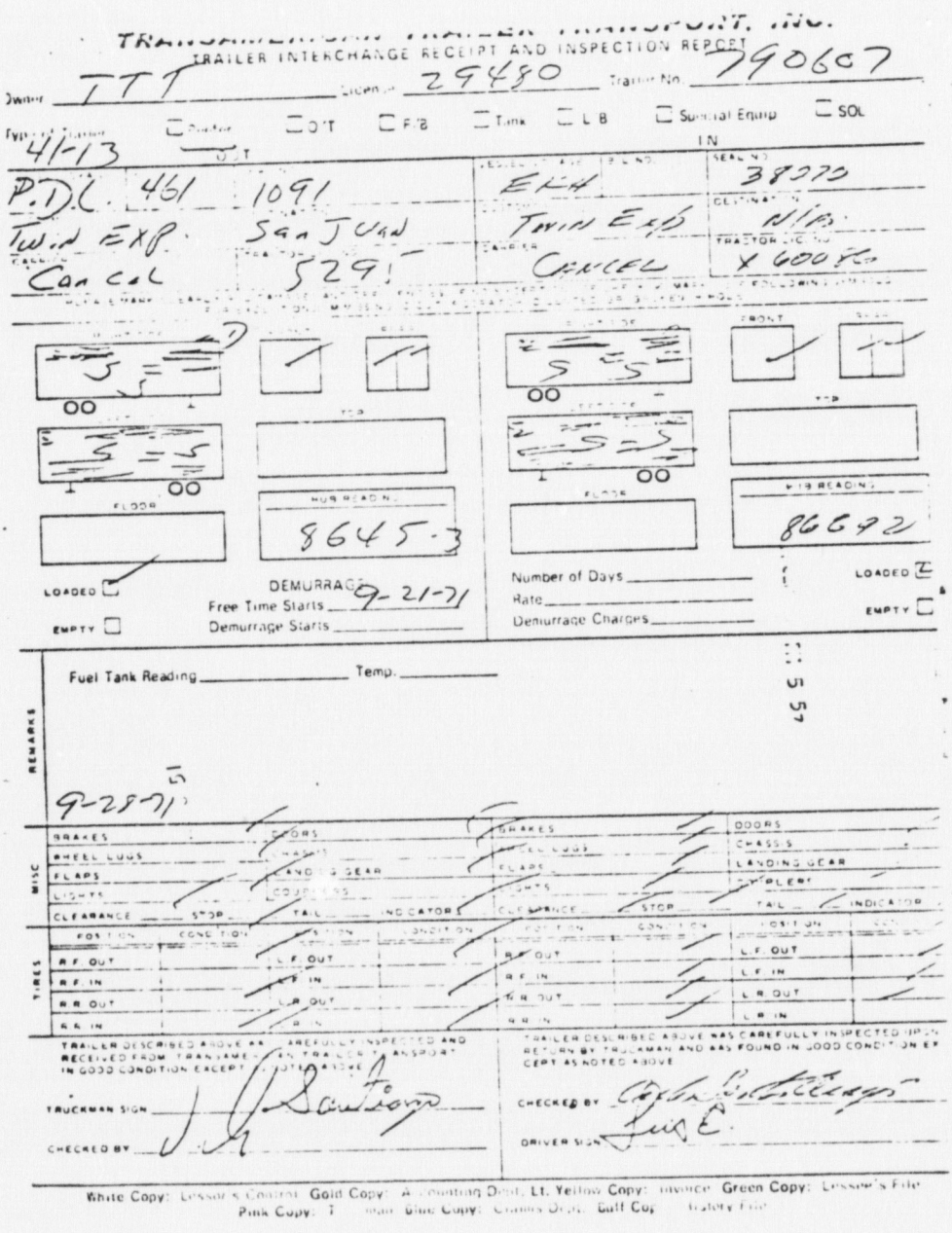
24. Place and Country of Ultimate Destination

25. Power of Attorney (Optional)

MARKS AND NUMBERS (12)	NO. OF PKGS (13)	Description of Commodities in Schedule B detail, with export license number and expiration date (or General Exhibit number). Give description of each item, See instruction 14 on reverse side (14)	MEASUREMENT (15)	GROSS WEIGHT (POUNDS) (16)	Dom. Fgn. (17)	SCHEDULE B COMMODITY NO. (18)	NET QUANTITY (Schedule B) (19)	VALUE (Not to nearest $) (20)
		XXXXXXXXXXXXXX						
		XXXXX						
LOT NYC-057		MIX. HEATHR		1,452		D 611.20	10	1,35
AL.790-207		MDS. GOODS		13,505		D 609.10	10	26,3
		HAND TOOLS		3,558		D 842.30	10	2,2
		TOYS		4,489		D 950.40	10	3,7
		XXXXXXXXX				D 609.20	10	
		XXXXXXXXXXXXX				D 950.60	3	
		XXXXXXXXXXX				D 611.50	10	
		XXXXXXXXX				D 609.20	10	
		XXXXXXXX				D 884.20	10	
		XXXXXXXXX				D 831.01	10	
		XXXXXXXX				D 609.20	10	
		XXXXXXXX				D [illegible]	[illegible]	
		XXXXXXXX				D [illegible]	[illegible]	
		XXXXXXXX				D [illegible]	[illegible]	
		XXXXXXXX				D [illegible]	[illegible]	
		XXXXXXXX				D [illegible]	[illegible]	
		XXXXXXXXXXXXXXXXXXXXXXXXXX						

Before [illegible] Customs [illegible]

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-1".



TRANSAMERICAN TRAILER TRANSPORT, INC.
TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT 790607

Owner ITT License 29480 Trailer No.

Type of Trailer: Reefer O/T F/B Tank L.B Special Equip SOL

41-13 O.T. IN

P.D.C. 461 1091 ELH 38220
Twin Exp. San Juan Twin Exp NIB
Cancel Cancel 529! X 600 Ft.

LOADED EMPTY DEMURRAGE Free Time Starts 9-21-71 Demurrage Starts
HUB READING 8645-3
Number of Days Rate Demurrage Charges
LOADED EMPTY
FLOOR FRONT WALL
KIB READING 86692

Fuel Tank Reading Temp.

REMARKS 9-28-71

MISC								
BRAKES	DOORS			BRAKES	DOORS			
WHEEL LUGS	CHASSIS			WHEEL LUGS	CHASSIS			
FLAPS	LANDING GEAR			FLAPS	LANDING GEAR			
LIGHTS	COUPLING			LIGHTS	TYPE KEY			
CLEARANCE STOP	TAIL	INDICATORS		CLEARANCE STOP	TAIL	INDICATOR		

TIRES	POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION
R.F. OUT		L.F. OUT		R.F. OUT		L.F. OUT
R.F. IN		L.F. IN		R.F. IN		L.F. IN
R.R. OUT		L.R. OUT		R.R. OUT		L.R. OUT
R.R. IN		L.R. IN		R.R. IN		L.R. IN

TRAILER DESCRIBED ABOVE AS ARE FULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRUCKMAN SIGN J. Santiago
CHECKED BY J.H.

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CHECKED BY
DRIVER SIGN

White Copy: Lessor's Control Gold Copy: Accounting Dept. Lt. Yellow Copy: Invoice Green Copy: Lessee's File
Pink Copy: Terminal Blue Copy: Claims Dept. Buff Copy: Factory File

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-1".

TRANSAMERICAN TRAILER TRANSPORT INC.
L C L STOWAGE

DATE: 9/16/71

CONTAINER # 790607 SEAL 27721 WEIGHT

SHIP Pres. VOYAGE # CUBE

B L #	D/R #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS	RAIL CAR # OR SHIPPER	CONSIGNEE
	9957							
			Strap + Stuff Same Trlr					
			No Commit Required					

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-1".

[ ] TTT Pick-up [ ] Other Delivery [X] Other

FORWARDING AGENT - REFERENCES

RELEASED VALUE CLAUSE

BILL OF LADING
(Not negotiable unless consigned to order)

SHIPPER
TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME-STREET-ADDRESS-ETC. [X] NOT REQUIRED UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL S. CANOE DE LEON VOYAGE NO 4413 FLAG AMERICAN
FOR OR OCEANIC LEON
SAN JUAN, PUERTO RICO

PIER 13 Stapleton, Staten Island PORT OF LOADING New York

FINAL PORT-DESTINATION (OF THE GOODS-NOT OF THE SHIP) SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC- 850	400	PCS.,	1,824	27,751
TRL- 271-629		DRY GOODS, N. O.S.		
~~SEAL 1096~~				

IN ACCEPTANCE WITH RULE 5 OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE, OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED OR PACKED UNLESS A GREATER VALUE IS SET FORTH HEREIN AT $ _____ AND UNLESS SHIPPER PAYS A CHARGE OF 2% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS _____

TRAILER NO 271-629 SEAL NO 2705
TRAILER IS SHIPPER'S LOAD, STOW, AND COUNT
TRAILER SAID TO CONTAIN PACKAGES AND/OR CARGO HEREIN

SUBJECT TO CARRIERS FREIGHT TARIFF CURRENTLY IN EFFECT ON FILE WITH FEDERAL MARITIME COMMISSION, WASHINGTON, D.C.

IN WITNESS WHEREOF, the Master of the said ship or his agent, has signed this bill of lading.

TRANSAMERICAN TRAILER TRANSPORT, INC.

By Al Panetta

DATED AT NEW YORK

This 16 Day of 7 Mo. 71

FREIGHT	89923 1824 42.5		775
	Bunkers Surcharge 3%		23
LANDING CHARGE	1824 .022		40
LANDING CHARGE			
DOCUMENTATION CHARGE			
PICK-UP			
DELIVERY			
PASSPORT CHARGE			
OTHER (SPECIFY)			
PER DIEM			
INSURANCE COVERAGE (SEE PARAGRAPH 13 REVERSE SIDE) [ ] HH GOODS & PERSONAL EFFECTS ALL RISK [ ] ALL RISK [ ] VEHICLES ALL RISK [ ] MARINE RISK FPA [ ] MARINE RISK WPA VALUE $			
TOTAL PREPAID	OTHER CHARGES AND/OR CREDITS		838

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

DELIVERING CARRIER TO STEAMER

☐ TTT Pick-up ☐ Own Delivery ☒ Other

DOCK RECEIPT # 9875

TTT BOOKING NO.

FORWARDING AGENT - REFERENCES

DOCK RECEIPT

SHIPPER
TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME-STREET-ADDRESS-CITY ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL | VOYAGE NO. | FLAG: AMERICAN | PIER: 13 Stapleton, Staten Island | PORT OF LOADING: New York

PORT OF DISCHARGE: SAN JUAN, PUERTO RICO

FINAL PORT DESTINATION (OF THE GOODS, NOT OF THE SHIP): SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC- 850 TRL- 271-629 SEAL-10035	400	PCS., ITEM NO. 26623 DRY GOODS, N. O.S. VALUE $ 38,530.00 SUBJECT TO NOTE 3 (B)	1,824	27,751

TRANSAMERICAN TRAILER TRANSPORT, INC. 1971 SEP 15 RECEIVED

SEAL #10035 BROKEN IN ORDER TO CLOSE DOOR PROPERLY.

IN ACCORDANCE WITH RULE #10 OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS HAZARDOUS AND OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AS _____ AND UNLESS SHIPPER PAYS A CHARGE OF 2% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS _____

FOR PIER USE ONLY

CARRIER LeRay K — LICENSE # 7X088 NY

TRAILER # XT122 271629 — SEAL # SIDE DOOR _____ — SEAL # REAR DOOR _____

NO SEAL ON ARRIVAL TTT SEAL # 35708 AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____

CHECKER [signature] DATE 9/15/71

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREON SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY [signature] RECEIVING CLERK

DATE 9/15/71

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT INC.
L C L STOWAGE

DATE: 9/15/71
CONTAINER # 271629 SEAL 27721 WEIGHT
SHIP Ponce VOYAGE # CUBE

B/L #	D/R #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE
	9875							
			Strip & Reload Same Trlr.					
				(19) Pallets				

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT, INC. XTP2

TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

Owner TTT as of 9/21/71 Trailer No. 2710-3

Type of Trailer 41-43 ☐ Reefer ☐ O T ☐ F ☐ Tank ☐ L B ☐ Special Equip ☐ SOL

	OUT	IN
	MC 453 35705	
	Twin Exp Cachuap	
	Carcel X 60086	

PLEASE MARK CLEARLY ALL DAMAGE, BOTH NEW AND OLD, BY EXACT LOCATION ON THE UNIT. MARK ✓ WHERE SATISFACTORY AND X WHERE DEFICIENT. FOLLOWING ARE EXCEPTIONS. MISSING ITEMS TO BE SCRATCHED OUT. DENTS TO BE DRAWN AS BROKEN HOLE.

LOADED ☑ EMPTY ☐

DEMURRAGE
Free Time Starts 9/21/71
Demurrage Starts

Number of Days
Rate
Demurrage Charges

LOADED ☐ EMPTY ☐

REMARKS

Fuel Tank Reading Temp. TRANSFERED FROM Twin Exp. To Con:
9/28/71 (Vo Fon NIB 10-x-71
Shipped by Comer
Via Caribe H/H 20 Trailer
11/9/71
D.F.I.

MISC	OUT		IN	
	BRAKES	DOORS	BRAKES	DOORS
	WHEEL LUGS	CHASSIS	WHEEL LUGS	CHASSIS
	FLAPS	LANDING GEAR	FLAPS	LANDING GEAR
	LIGHTS	COUPLERS	LIGHTS	COUPLERS
	CLEARANCE	STOP TAIL INDICATOR	CLEARANCE	STOP TAIL INDICATOR

TIRES	OUT			IN		
	POSITION	CONDITION	CODE	POSITION	CONDITION	CODE
	R F OUT	L F OUT		R F OUT		L F OUT
	R F IN	L F IN		R F IN		L F IN
	R R OUT	L R OUT		R R OUT		L R OUT
	R R IN	L R IN		R R IN		L R IN

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRUCKMAN SIGN

CHECKED BY

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CHECKED BY

DRIVER SIGN

White Copy: Lessee's Control Copy Accounting Dept. Lt. Yellow Copy: Yard Green Copy: Lessee's File
Pink Copy: Yard Blue Copy: Claim Dept. Buff Copy: History File

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

DELIVERING CARRIER — TTT Pick-up ☐ Own Delivery ☐

TTT BOOKING NO. 954

FORWARDING AGENT — REFERENCES

RELEASED VALUE CLAUSE & PARAGRAPH 16, REVERSE SIDE

BILL OF LADING
(Not negotiable unless consigned to order)

SHIPPER
TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

STONE DELIVERY NAME-STREET-ADDRESS-CITY — ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL S. BOLIVAR DE LEON — VOYAGE NO. 41-13 — FLAG AMERICAN

PIER 13 Stapleton, Staten Island — PORT OF LOADING New York

PORT OF DISCHARGE SAN JUAN, PUERTO RICO

FINAL PORT-DESTINATION (OF THE GOODS-NOT OF THE SHIP) SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC-849 TRL- 790-552 SEAL-1098	346	PCS., DRY GOODS. N. O.S.	1,819	18,594

IN ACCORDANCE WITH RULE 410 OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACKAGE OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AS _____ AND UNLESS SHIPPER PAYS A CHARGE OF $1.00 DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS _____

TRAILER NO 790-552 SEAL NO 1093

☑ TRAILER LOADED BY SHIPPER'S LOAD, STOW, AND COUNT

☑ TRAILER SAID TO CONTAIN PACKAGES AND/OR CARGO HEREIN

USE RATES

SUBJECT TO CARRIER'S FREIGHT TARIFF CURRENTLY IN EFFECT ON FILE WITH FEDERAL MARITIME COMMISSION, WASHINGTON, D.C.

IN WITNESS WHEREOF, the Master of the said ship or his agent, has signed this bill of lading.

TRANSAMERICAN TRAILER TRANSPORT, INC.

Al Panetta

DATED AT NEW YORK

This 13 Day of May 16 Day 71

OCEAN FREIGHT	34923	1819	42.5	773
	Bunkers Surcharge 3%			23
LANDING CHARGE	1819	.022		40
LANDING CHARGE				
DOCUMENTATION CHARGE				
PICK-UP				
DELIVERY				
TRANSHIPMENT CHARGE				
OTHER (SPECIFY)				
PER B/L				
INSURANCE COVERAGE — SEE PARAGRAPH 15 REVERSE SIDE: ☐ H.H. GOODS & PERSONAL EFFECTS ALL RISK ☐ ALL RISK ☐ VEHICLE ALL RISK ☐ MARINE RISK FPA ☐ MARINE RISK WPA VALUE $				
PAID	TOTAL FREIGHT THIS PAGE			836

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

...TRANSPORT, INC.

318 ST. MARKS PLACE, STATEN ISLAND, NEW YORK 10301
TELEPHONE (212) [illegible] CABLE: TRIPLETEE

DELIVERING CARRIER TO STEAMER: ☐ TTT Pick-up ☐ Own Delivery ☒ Other

DOCK RECEIPT # 9854

TTT BOOKING #

FORWARDING AGENT - REFERENCES

DOCK RECEIPT

SHIPPER: TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO: TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS FOR FINAL NOTICE TO: TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DOOR DELIVERY (NAME, STREET, ADDRESS, CITY): ☐ NOT ☒ REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER HERE NAME OF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL | VOYAGE NO | FLAG: AMERICAN | PIER: 13 Stapleton, Staten Island | PORT OF LOADING: New York

PORT OF DISCHARGE: SAN JUAN, PUERTO RICO | FINAL PORT DESTINATION (IF OF THE GOODS NOT OF THE SHIP): SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC-049 TRL- 790-552 SEAL-1098	346	PCS., ITEM NO. 26525 DRY GOODS, N. O.S. VALUE $ 57,950.00 SUBJECT TO NOTE 3 (B)	1,819	18,55

TRANSPORTATION RECEIVED SEP 1971 REGULATED

IN ACCORDANCE WITH RULE 11 OF THE CARRIER'S TARIFF, LOSS OR LIABILITY SHALL BE LIMITED TO NO MORE THAN $50 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS A PACKAGE OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN $ _____ AND UNLESS SHIPPER PAYS A CHARGE OF 1% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS _____

FOR PIER USE ONLY

CARRIER LeRoy K LICENSE # 72088714

TRAILER # TTT 790552 SEAL # SIDE DOOR _____ SEAL # REAR DOOR 1098

NO SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____

CHECKER J. Boudreau DATE 9/15/71

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREIN SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC

BY C. Queen
RECEIVING CLERK

DATE 9/15/71

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT INC.
L. C. L. STOWAGE

DATE: 9/15/71
CONTAINER # 790552 SEAL 27727 WEIGHT
SHIP Ponce VOYAGE # CUBE

B/L #	D/R #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WT&/	RAIL CAR # OR SHIPPER	CONSIGNEE
	9854			Strip + Stuff Same Trlr. No Cordnt Required				

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

Driver HTI License 225-91 Trailer No. 790552

Type 41-13 ☐ P ☐ DT ☐ FB ☐ Tank ☐ LB ☐ Special Equip ☐ SOL

OUT

9:10	457	1098	
Twin Exp		San Juan	
Cancel			

IN

POL			SEAL NO
Twin Exp			DESTINATION
Cancel			TRAILER NO 4892

S			S	S	
S S S			S S S		
FLOOR		HUB READING 109951	FLOOR		HUB READING 110098

LOADED ☐ EMPTY ☐

DEMURRAGE 9-21-71
Free Time Starts
Demurrage Starts

Number of Days
Rate
Demurrage Charges

LOADED ☐ EMPTY ☑

Fuel Tank Reading Temp.

REMARKS

9-28-71

BRAKES		BRAKES	DOORS
WHEEL LUGS	CHASSIS	WHEEL LUGS	CHASSIS
FLAPS	LANDING GEAR	FLAPS	AND NG GEAR
LIGHTS		LIGHTS	FUSELEMS
CLEARANCE	STOP TAIL	CLEARANCE	STOP TAIL

POSITION	CONDITION	POSITION	CONDITION
RF OUT		RF OUT	LF OUT
RF IN	LF IN	RF IN	LF IN
RR OUT	LR OUT	RR OUT	LR OUT
RR IN	LR IN	RR IN	LR IN

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRUCKMAN SIGN J. Hardiego

CHECKED BY

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CHECKED BY

DRIVER SIGN

White Copy: Lessor's Control Gold Copy: Accounting Dept. Lt. Yellow Copy: Invoice Green Copy: Lessee's File
Pink Copy: Driver Blue Copy: Claims Dept. Buff Copy: History File

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

LIVERING CAR[illegible] [illegible]ER

☐ TTT [illegible]up ☐ Own Delivery ☒ Other

FORWARDING AGENT – REFERENCES

RELEASED VALUE [illegible] SEE PARAGRAPH 14. REVERSE SIDE

BILL OF LADING
(Not negotiable unless consigned to order)

SHIPPER
TWIN EXPRESS, INC 151 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME-STREET-ADDRESS-CITY ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL [illegible] VOYAGE NO. 41-13 FLAG AMERICAN
[illegible] SAN JUAN, PUERTO RICO

PIER 13 Stapleton, Staten Island — PORT OF LOADING New York

FINAL PORT-DESTINATION (IF THE GOODS NOT OF THE SHIP)
SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC- 632 TRL-790/655 SEAL-1020	340	FREIGHT OF ALL KINDS		29,300

IN ACCEPTANCE WITH RULE [illegible] OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE, OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACKAGE OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN [illegible] AND UNLESS SUCH RATE A CHARGE OF [illegible] OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS [illegible]

TRL NO. 790-655 SEAL NO. 1020

☒ TRAILER IS SHIPPER'S LOAD, STOW, AND COUNT

☒ TRAILER SAID TO CONTAIN PACKAGES AND/OR CARGO HEREIN DESCRIBED

SUBJECT TO CARRIER'S FREIGHT TARIFF CURRENTLY IN EFFECT ON FILE WITH FEDERAL MARITIME COMMISSION, WASHINGTON, D.C.

IN WITNESS WHEREOF, the Master of the said ship or his agent, has signed this bill of lading.

TRANSAMERICAN TRAILER TRANSPORT, INC.

By Al Panitz

DATED AT NEW YORK
Day 71 Mo 9 15

PREPAID	931030	TRL	810 00
	Bunkers Surcharge 3%		24 30
COLLECT	LANDING CHARGE	TRL	39 00
	LANDING CHARGE		
	DOCUMENTATION CHARGE		
	PICK UP		
	DELIVERY		
	TRANSSHIPMENT CHARGE		
	OTHER (SPECIFY)		
	PER DIEM		
	INSURANCE COVERAGE (SEE PARAGRAPH 13 REVERSE SIDE) ☐ IN GOODS PERSONAL EFFECTS ALL RISK ☐ ALL RISK ☐ VEHICLES ALL RISK ☐ MARINE RISK FPA ☐ MARINE RISK WPA VALUES		
PAID IN	TOTAL FREIGHT AND CHARGES		915 30

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

SHIPPER'S EXPORT DECLARATION
READ INSTRUCTIONS ON REVERSE SIDE

10 01

B/L NO

TWIN EXPRESS, I

AIR OTHER (Specify)

TWIN EXPRESS INC. 151 CHARLES STREET, NEW YORK, NEW YORK

TWIN EXPRESS INC. G.P.O. BOX 4444, SAN JUAN, PUERTO RICO

9-10-

PIER 13 STATEN ISLAND NEW YORK

MARKS AND NUMBERS	NO. OF PKGS	Description of Commodities	MEASUREMENT	GROSS WEIGHT (POUNDS)	
LOT NYC-832 RL-790-655		XXXXXXXXXXXXXXX XXXXXXX XXXXXXXXXX FOS. GOODS XXXXXXXXX TOYS STATIONERY XXXXXXXXXXXXX XXXXXXXXXXX XXXXXXXX XXXXXXXXX XXXXXXXX TXXXXXXXX AUTO PARTS XXXXXXXXX XXXXXXXXX XXXXXXXXXXXXXX

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

358 ST. MARKS PLACE, STATEN ISLAND, NEW YORK 10301
TELEPHONE (212) 447-2000 CABLE TWINEXP

DELIVERING CARRIER OR STEAMER

☐ TTT Pick-up ☐ Own Delivery ☒ Other

DOCK RECEIPT # 9699 | TTT BOOKING NO.

FORWARDING AGENT – REFERENCES

DOCK RECEIPT

SHIPPER
TWIN EXPRESS, INC 151 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4414, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4414, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME-STREET-ADDRESS-CITY ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER NAME IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL | VOYAGE NO. | FLAG: AMERICAN | PIER: 13 Stapleton, Staten Island | PORT OF LOADING: New York

PORT OF DISCHARGE: SAN JUAN, PUERTO RICO | FINAL PORT DESTINATION OF THE GOODS (NOT OF THE SHIP): SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC-1032 TRL-790655 SEAL-1020	340	FREIGHT OF ALL KINDS		29,300

Rec'd
Damaged
9/10/71

IN ACCORDANCE WITH RULE 410 OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACKAGE OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AS $_____ AND UNLESS SHIPPER PAYS A CHARGE OF 2¢ OF DECLARED VALUE IN EXCESS OF $100 WHICH CHARGE IS $_____

FOR PIER USE ONLY

CARRIER LE ROY K LICENSE # 72091 NY

TRAILER # RTZ 790655 SEAL # SIDE DOOR _____ SEAL # REAR DOOR 1020

NO SEAL ON ARRIVAL. TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____

CHECKER [signature] (1) DATE 9/10/71

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREON SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY _____ RECEIVING CLERK

DATE _____

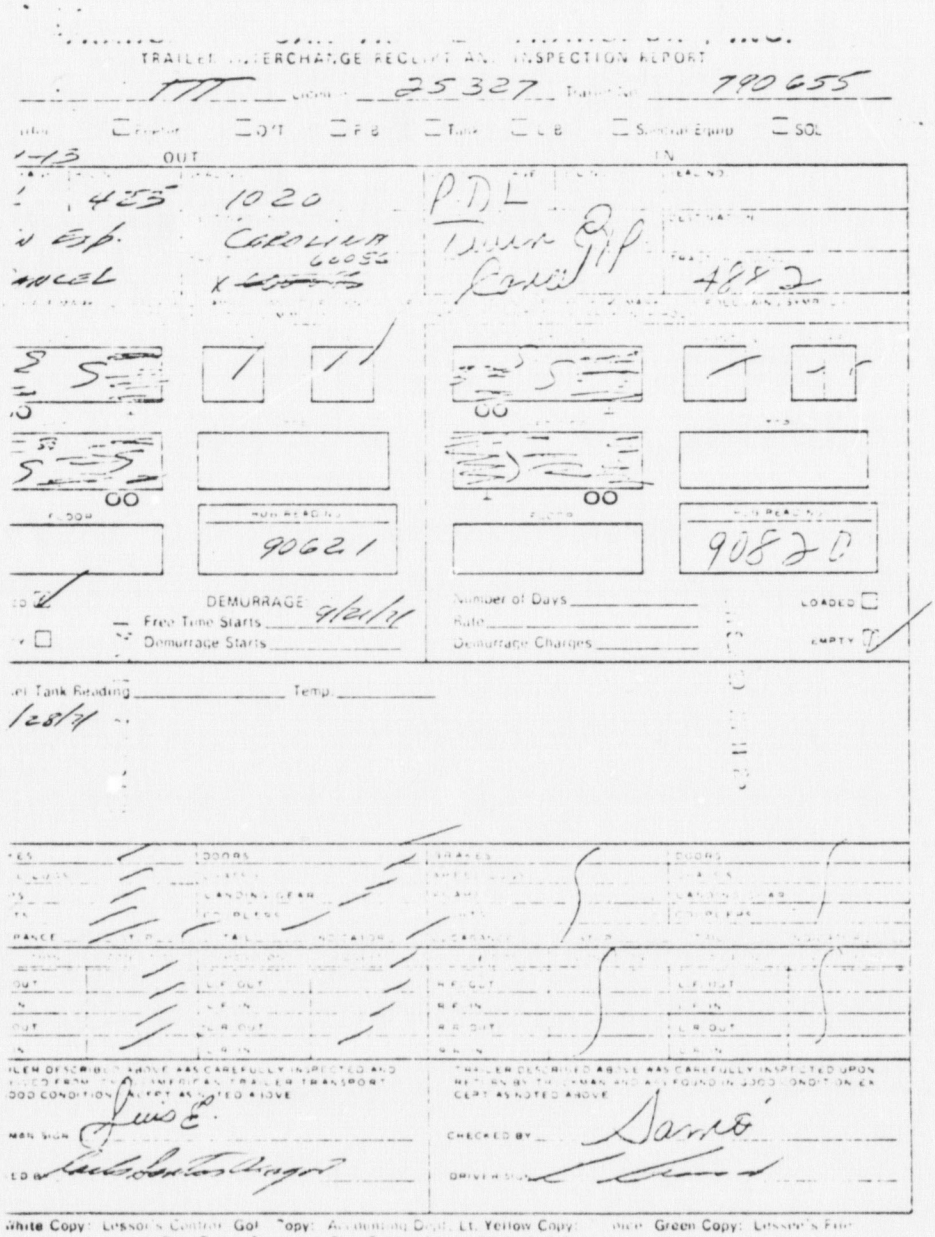
Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT INC.
L C L STOWAGE

DATE: 9/10/71
CONTAINER # 790655 SEAL 27702 WEIGHT
SHIP Ponce VOYAGE # CUBE

L &	D/R #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS!	RAIL CAR # OR SHIPPER	CONSIGNEE
	9699			Strip & Stuff Same Tnls, No Count Required				

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

TTT — 25327 — 790655

OUT — IN

1425 — 1020 — CAROLINA — 60052 — PDL — 4882

90621 — 90820

DEMURRAGE — Free Time Starts 9/21/74 — Demurrage Starts

Number of Days — Rate — Demurrage Charges

LOADED ☐ — EMPTY ☑

Tank Reading — Temp

1/28/74

DOORS — LANDING GEAR — TIRES — BRAKES — LIGHTS

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

MAN SIGN — CHECKED BY — DRIVER SIGN

White Copy: Lessor's Control Copy: Accounting Dept. Lt. Yellow Copy: Green Copy: Lessee's File
Pink Copy: Blue Copy: Claims Dept. Buff Copy: History File

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

DELIVERING CARRIER — ☐ TTT (Pick-up) ☐ Own Delivery ☒ Other

DOCK RECEIPT # 9601 — TTT BOOKING NO.

FORWARDING AGENT — REFERENCES

DOCK RECEIPT

SHIPPER: TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y.

ONWARDED TO: TWIN EXPRESS, INC. GPO BOX 1444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO: TWIN EXPRESS, INC. GPO BOX 1444, SAN JUAN, PUERTO RICO

STORE DELIVERY — NAME/STREET/ADDRESS/CITY — ☐ NOT ☒ REQUIRED — UNLESS CHECKED DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL: AMERICAN — VOYAGE NO. — PIER: 13 Stapleton, Staten Island — PORT OF LOADING: New York

PORT OF DISCHARGE: SAN JUAN, PUERTO RICO — FINAL PORT-DESTINATION (IF THE GOODS NOT OF THE SHIP): SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC-[illegible] TRL-790-505 SEAL-1022	540	PCS. ITEM NO. 25603 DRY GOODS, N. O. S. VALUE $ 37,070.00 SUBJECT TO NOTE 3 (B)	1,526	22,061

RECEIVED 1971 SEP 1 [illegible] AUTH

IN ACCORDANCE WITH RULE [illegible] OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACKAGE OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AT $ _____ AND UNLESS SHIPPER PAYS A CHARGE OF $1.00 PER $100 OF DECLARED VALUE IN EXCESS OF $500 WHEN CHARGES ARE _____

FOR PIER USE ONLY

CARRIER: TT-Roy-K — LICENSE # 87345NY

TRAILER # 790505 — SEAL # SIDE DOOR _____ — SEAL # REAR DOOR 1022

NO SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STC# AND COUNT.

TEMP. ON ARRIVAL _____ — TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ — SCALE WEIGHT _____

CHECKER [illegible] Rosado — DATE 9-1-71

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREON SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER ITS AGENTS OR THE MASTER.

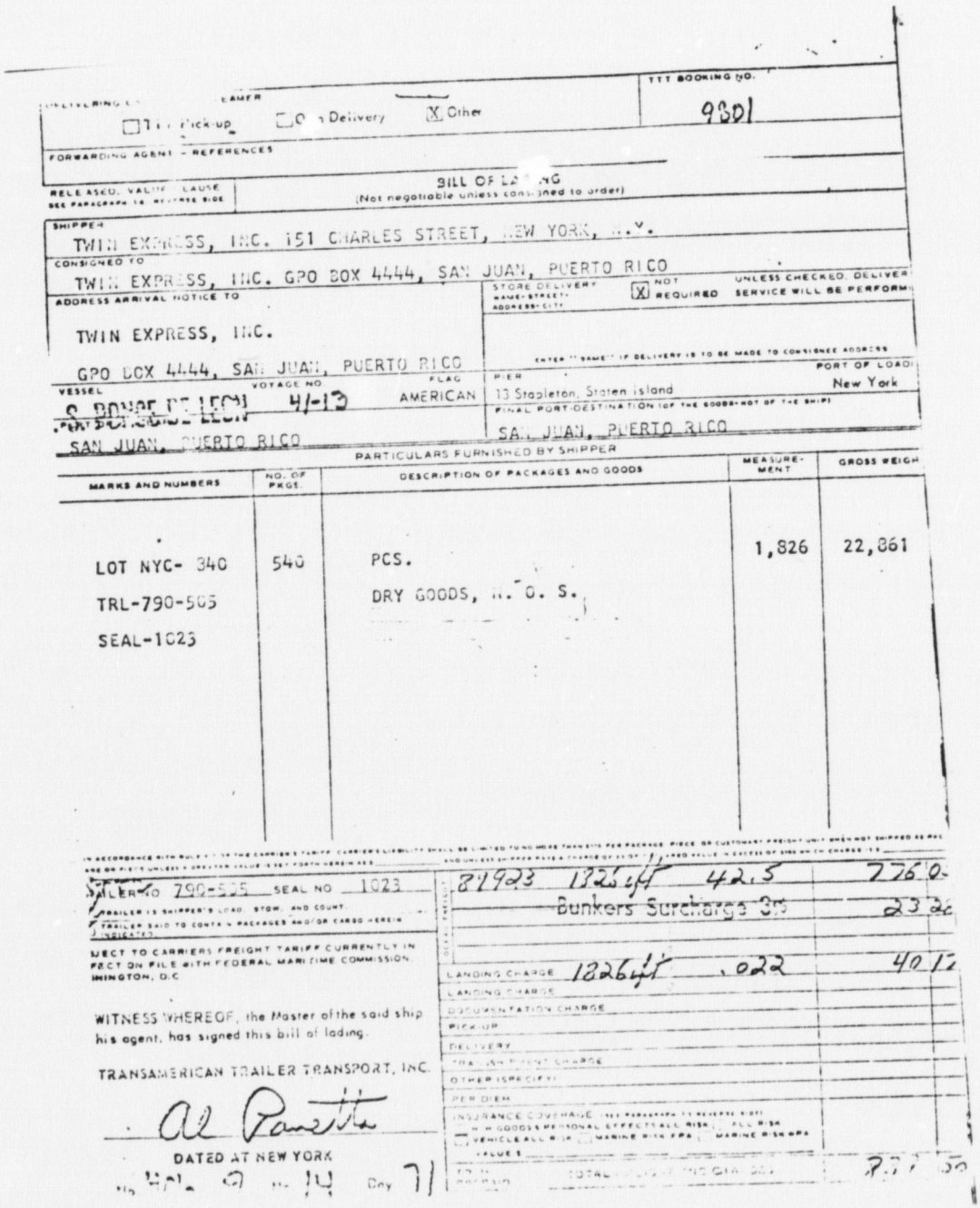
WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STC# AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC

BY [illegible] — RECEIVING CLERK

DATE 9/1/71

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



☐ T... Pick-up ☐ D... Delivery ☒ Other

TTT BOOKING NO. 9301

FORWARDING AGENT – REFERENCES

RELEASED VALUE CLAUSE SEE PARAGRAPH 14 REVERSE SIDE

BILL OF LADING (Not negotiable unless consigned to order)

SHIPPER
TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY (NAME-STREET-ADDRESS-CITY) ☒ NOT REQUIRED UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL [illegible] VOYAGE NO. 41-13 FLAG AMERICAN

PIER 13 Stapleton, Staten Island PORT OF LOADING New York

FINAL PORT-DESTINATION (OF THE GOODS-NOT OF THE SHIP) SAN JUAN, PUERTO RICO

[illegible] SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC- 340 TRL-790-505 SEAL-1023	540	PCS. DRY GOODS, N. O. S.	1,826	22,861

IN ACCEPTANCE WITH RULE [illegible] OF THE CARRIER'S TARIFF CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $10 PER PACKAGE PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PKG AND OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AND UNLESS SUCH HIGHER RATE A CHARGE IS PAID. [illegible] VALUE IN EXCESS OF $10 NO CHARGE TO

TRAILER NO 790-505 SEAL NO 1023

TRAILER IS SHIPPER'S LOAD, STOW, AND COUNT.

TRAILER SAID TO CONTAIN PACKAGES AND/OR CARGO HEREIN (INDICATED)

SUBJECT TO CARRIERS FREIGHT TARIFF CURRENTLY IN EFFECT ON FILE WITH FEDERAL MARITIME COMMISSION, WASHINGTON, D.C

WITNESS WHEREOF, the Master of the said ship or his agent, has signed this bill of lading.

TRANSAMERICAN TRAILER TRANSPORT, INC.

Al Panetta

DATED AT NEW YORK

this [illegible] Day 7[illegible]

	84923	1325 lbs 42.5	276.0-
	Bunkers Surcharge 3%		23 26
LANDING CHARGE	1326 lbs	.022	40 12
LANDING CHARGE			
DOCUMENTATION CHARGE			
PICK UP			
DELIVERY			
TRANSSHIPMENT CHARGE			
OTHER (SPECIFY)			
PER DIEM			
INSURANCE COVERAGE (SEE PARAGRAPH 13 REVERSE SIDE) ☐ HOUSEHOLD GOODS PERSONAL EFFECTS ALL RISK ☐ ALL RISK ☐ VEHICLE ALL RISK ☐ MARINE WITH PAR ☐ MARINE RISKS W.P.A. VALUES			
TOTAL [illegible]			P.P. [illegible]

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT INC.
L. C. L. STOWAGE

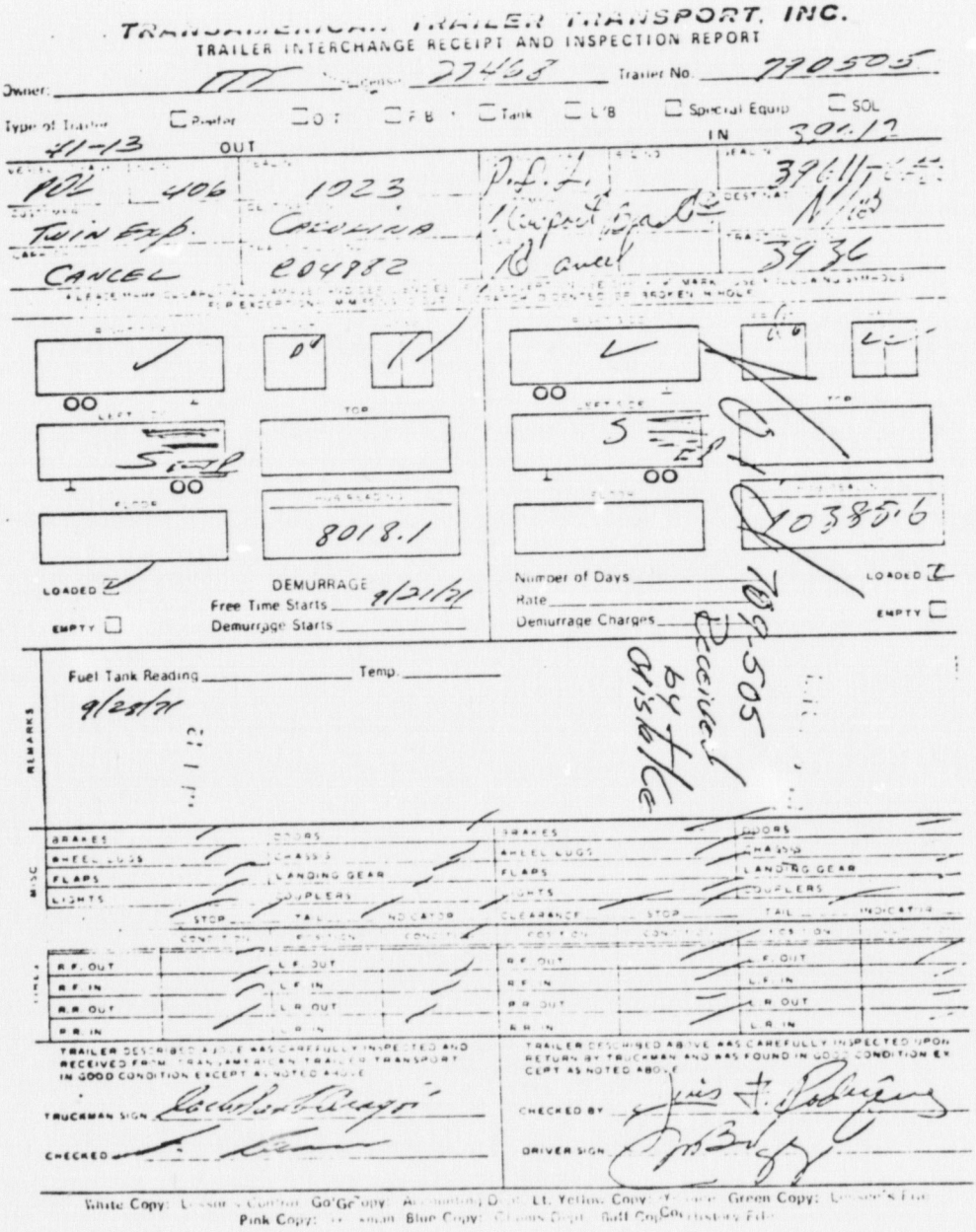
DATE: 7/14/71

CONTAINER # 790505 SEAL 27716 WEIGHT

SHIP Amsea VOYAGE # CUBE

B/L #	D/R #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE
	9801		Strip + Reload			2 sets	Same	Tsfr.
				No Count Required				

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



TRANSAMERICAN TRAILER TRANSPORT, INC.

TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

Owner: TTT Location 27458 Trailer No. 790505

Type of Trailer: ☐ Reefer ☐ D.T. ☐ F.B. ☐ Tank ☐ L'B ☐ Special Equip ☐ SOL

OUT 41-13 IN 30.12

VEH. 402	406	1023	P.L.	3911
CUST. REF. Twin Exp.		Cadena	Carpet Spot	Nash
CARD CANCEL		C04982	Quail	3936

PLEASE MARK DAMAGE AND DEFECTS ON DIAGRAM BELOW (EXCEPT IN WHITE OUT) ✓ MARK USE ✗ MARK DAMAGE

LEFT SIDE	TOP	RIGHT SIDE	TOP
Strip		Strip	
FLOOR	HUB READING 8018.1	FLOOR	HUB READING 103856

LOADED ☑ EMPTY ☐

DEMURRAGE
Free Time Starts 9/31/71
Demurrage Starts

Number of Days 10
Rate
Demurrage Charges

LOADED ☑ EMPTY ☐

REMARKS

Fuel Tank Reading Temp.

9/28/71

790505 Received by Arisotle

MISC	OUT		IN	
	BRAKES	DOORS	BRAKES	DOORS
	WHEEL LUGS	CHASSIS	WHEEL LUGS	CHASSIS
	FLAPS	LANDING GEAR	FLAPS	LANDING GEAR
	LIGHTS	COUPLERS	LIGHTS	COUPLERS
	STOP TAIL INDICATOR	CLEARANCE	STOP TAIL INDICATOR	CLEARANCE
TIRES	CONDITION PRESSURE		CONDITION PRESSURE	
	R.F. OUT	L.F. OUT	R.F. OUT	L.F. OUT
	R.F. IN	L.F. IN	R.F. IN	L.F. IN
	R.R. OUT	L.R. OUT	R.R. OUT	L.R. OUT
	R.R. IN	L.R. IN	R.R. IN	L.R. IN

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRUCKMAN SIGN Rachford Chapin

CHECKED

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CHECKED BY Luis F. Rodriguez

DRIVER SIGN

White Copy: Lessor's Control Goldenrod Copy: Accounting Dept. Lt. Yellow Copy: Terminal Green Copy: Lessee's File
Pink Copy: Lessee Blue Copy: Chassis Dept. Buff Copy: Courtesy File

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

DELIVERING CARRIER — TTT Pick-up ☐ Own Delivery ☐ Other ☒ — DOCK RECEIPT # 9813 — TTT BOOKING NO.

FORWARDING AGENT — REFERENCES

DOCK RECEIPT

SHIPPER: TWIN EXPRESS INC. 151 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO: TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO: TWIN EXPRESS, INC GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY (NAME-STREET-ADDRESS-CITY) — ☐ NOT ☒ REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL — VOYAGE NO. — FLAG: AMERICAN — PIER: 13 Stapleton, Staten Island — PORT OF LOADING: New York

PORT OF DISCHARGE: SAN JUAN, PUERTO RICO — FINAL PORT-DESTINATION (OF THE GOODS-NOT OF THE SHIP): SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC- 045 TRL- 203-336 SEAL-1002	525	PCS., ITEM # 29623 DRY GOODS N. O. S. VALUE $ 36,040.00 SUBJECT TO NOTE 3 (B)	1,819	11,759

TRANSPORT. PAY. 1671 SEP 14 RECVD. [illegible]

Received 1 C/Ctn
9/14/71

IN ACCORDANCE WITH RULE 5(B) OF THE CARRIER'S TARIFF, LOSS OR DAMAGE TO ANY ONE ARTICLE SHALL BE LIMITED TO AN AMOUNT NOT EXCEEDING $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACKAGES OR PIECES UNLESS A GREATER VALUE IS SET FORTH HEREIN AND UNLESS AN EXTRA CHARGE OF 1% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS [illegible]

FOR PIER USE ONLY

CARRIER LEAK — LICENSE # 72088-Y

TRAILER # Rent 2 Y03 336 — SEAL # SIDE DOOR — SEAL # REAR DOOR 1087

NO SEAL ON ARRIVAL. TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____ DATE 9/14/71

CHECKER 1 C/Ctn

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREOF SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY _____ RECEIVING CLERK

DATE _____

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TTT BOOKING NO. 9313

☐ TTT Pier ☐ Own Delivery ☒ Other

ORIGINATING AGENT - REFERENCES

RELEASED VALUE - USE PARAGRAPH 14 REVERSE SIDE

BILL OF LADING
(Not negotiable unless consigned to order)

SHIPPER
TWIN EXPRESS INC. 151 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME-STREET-ADDRESS-CITY ☒ NOT REQUIRED UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED
ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL S. DONZE ET 1501 VOYAGE NO 41-13 FLAG AMERICAN
PIER 13 Stapleton, Staten Island PORT OF LOADING New York
FINAL PORT-DESTINATION OF THE GOODS-NOT OF THE SHIP SAN JUAN, PUERTO RICO
FOR THE MERCHANT SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC- 845 TRL- 203-336 SEAL-1082	525	PCS.. DRY GOODS N. O. S.	1,819	11,759

IN ACCORDANCE WITH RULE 5 OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHICH HAS NOT BEEN DECLARED AS A HIGHER VALUE UNLESS A GREATER VALUE IS SET FORTH HEREIN AND UNLESS SUCH HIGHER VALUE IS DECLARED A CHARGE OF 25 BY 1967 AMENDED VALUE INDEX 233 OF 1000 MINIMUM CHARGE IS

TRAILER NO 203-336 SEAL NO 1082
☒ TRAILER IS SHIPPER'S LOAD, STOW AND COUNT
☐ TRAILER SAID TO CONTAIN PACKAGES AND/OR CARGO HEREIN DESCRIBED

39933 - 1819	.425		773
Bunkers Surcharge 3%			23
LANDING CHARGE 1819	.022		40
LANDING CHARGE			
DOCUMENTATION CHARGE			
PICK UP			
DELIVERY			
TOTAL STEAMSHIP CHARGE			
OTHER (SPECIFY)			
PER DIEM			
INSURANCE COVERAGE (SEE REVERSE SIDE) ☐ NO GOODS FOR OVAL EFFECTIVE ALL RISK ☐ ALL RISK ☐ WAREHOUSE ALL RISK ☐ MARINE RISK ONLY ☐ MARINE RISK AND VALUE $			
TOTAL PREPAID CHARGES			836

SUBJECT TO CARRIER'S FREIGHT TARIFF CURRENTLY IN EFFECT ON FILE WITH FEDERAL MARITIME COMMISSION WASHINGTON, D.C.

IN WITNESS WHEREOF, the Master of the said ship or his agent, has signed this bill of lading.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY A. Parette

DATED AT NEW YORK
ON 7 14 71

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT INC.
L. C. L. STOWAGE

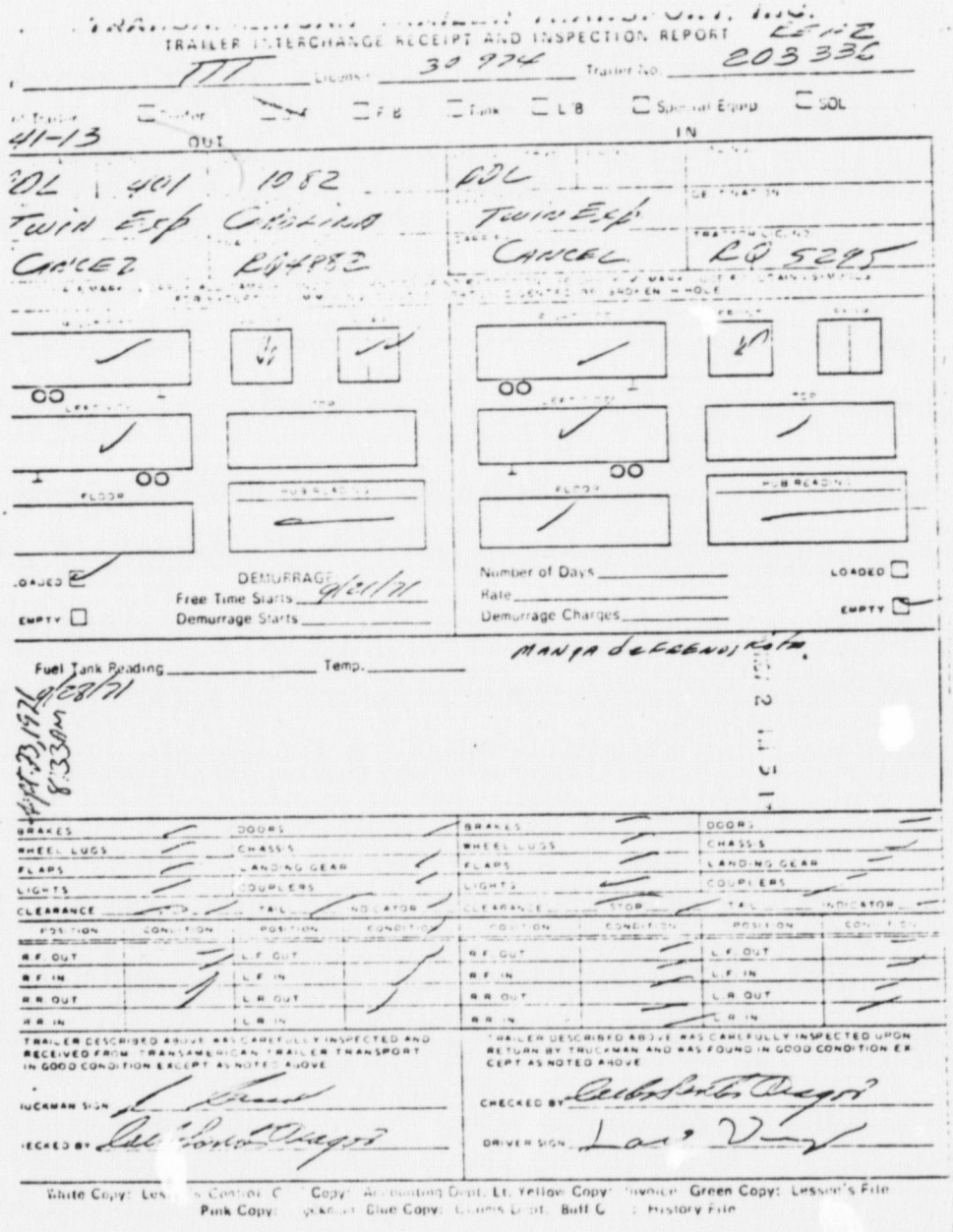
DATE: 9/14/72

CONTAINER # 203336 SEAL 82725 WEIGHT

SHIP Pons VOYAGE # CUBE

B/L #	D/R #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE
	9813							
			Strip and Reload Same Trlr					
				(21) Pallets				

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

TTT — License 39 974 — Trailer No. 203 336

Type: Trailer — F B — Tank — L B — Special Equip — SDL

41-13 OUT IN

OUT: 20L | 401 | 1982 | Twin Exp | Carlisle | Cancel | RQ4983

IN: ADL | Twin Exp | Cancel | RQ 5295

DEMURRAGE
Free Time Starts 9/28/71
Demurrage Starts

Number of Days
Rate
Demurrage Charges

LOADED ☑ EMPTY ☐ (OUT)

LOADED ☐ EMPTY ☑ (IN)

Fuel Tank Reading Temp.

MANIA de LEGEND Rate

9/28/71 8:33am

	OUT		IN	
BRAKES	✓	DOORS	✓	DOORS
WHEEL LUGS	✓	CHASSIS	✓	CHASSIS
FLAPS	✓	LANDING GEAR	✓	LANDING GEAR
LIGHTS	✓	COUPLERS	✓	COUPLERS
CLEARANCE	STOP ✓	TAIL ✓	STOP	TAIL INDICATOR
POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION
R F OUT		L F OUT		R F OUT		L F OUT	
R F IN		L F IN		R F IN		L F IN	
R R OUT	✓	L R OUT	✓	R R OUT		L R OUT	
R R IN		L R IN		R R IN		L R IN	

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRUCKMAN SIGN

CHECKED BY

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CHECKED BY

DRIVER SIGN

White Copy: Lessee's Control Copy; Accounting Dept.; Lt. Yellow Copy: Invoice; Green Copy: Lessee's File
Pink Copy: Lessee; Blue Copy: Claims Dept.; Buff Copy: History File

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TTT Pick-up ☐ Own Delivery ☐ Other

DOCK RECEIPT NO. 9673 TTT BOOKING NO.

DOCK RECEIPT

...N EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y.

...N EXPRESS, INC. GPO BOX 1444, SAN JUAN, PUERTO RICO

...N EXPRESS, INC

...BOX 1444, SAN JUAN, PUERTO RICO

VOYAGE NO. FLAG: AMERICAN

PIER: 13 Stapleton Staten Island

PORT OF LOADING: New York

...L JUAN, PUERTO RICO

FINAL PORT OF DESTINATION: SAN JUAN, PUERTO RICO

NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
OT INC- 833 RL- 733-043 ZAL-1033	304	PCS., ITEM NO. 20123 DRY GOODS, N. O. S. VALUE $ 37,000.00 SUBJECT TO NOTE 3 (C)	1,023	27,076

Rel ①
Jennings
9/10/71

FOR PIER USE ONLY

TRIER LE Roy K LICENSE # 72269 NY

AILER # RTTZ 790043 SEAL # SIDE DOOR

SEAL # REAR DOOR 1033

SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

MP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

MP. TO BE INTAINED AT _____ SCALE WEIGHT _____

ECKED Mr. Richards DATE 9/10/71

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT AS INDICATED BY THE SHIPPER HEREOF SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT, TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY _____ RECEIVING CLERK

DATE _____

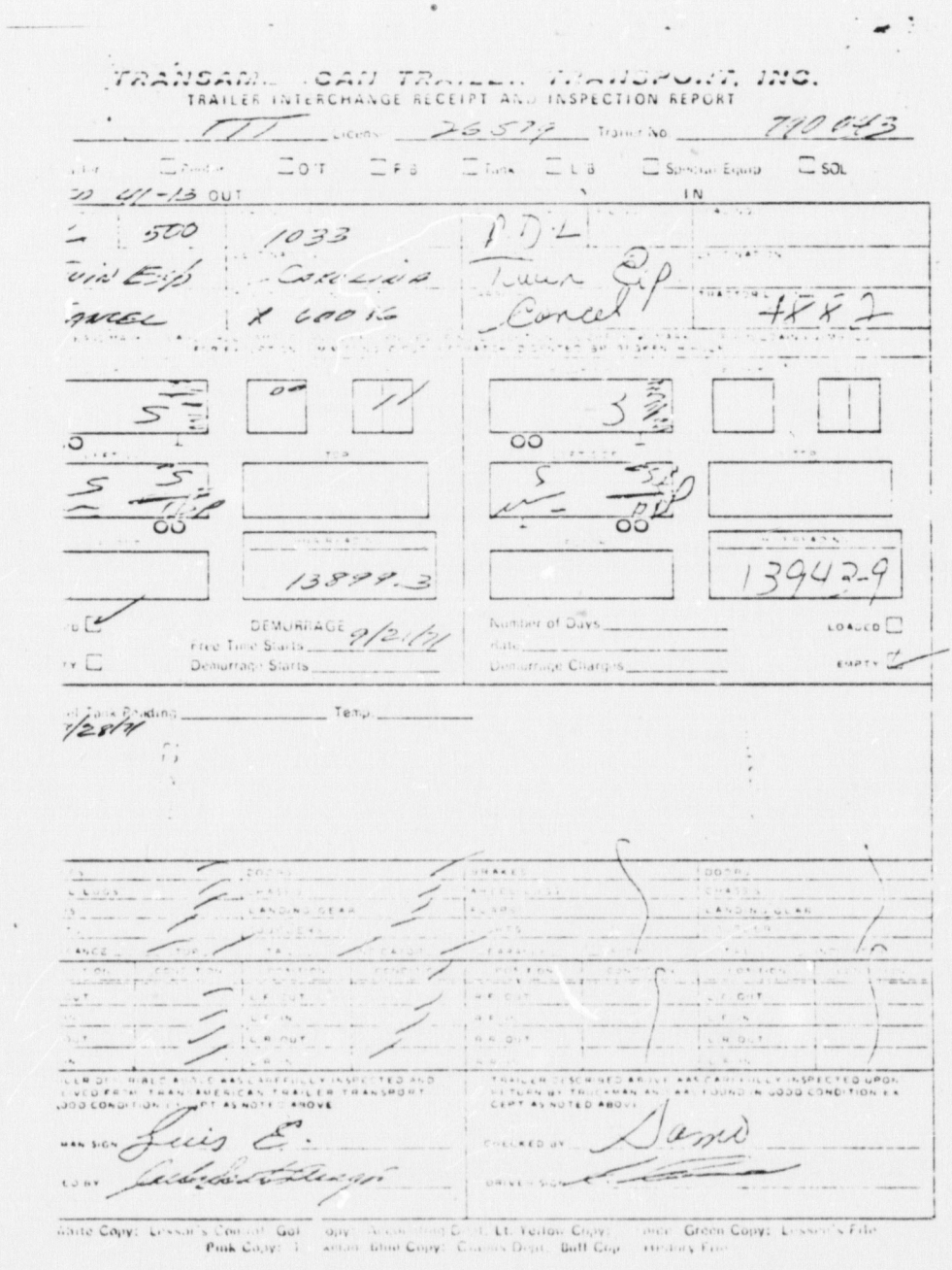
Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT INC.
L C L STOWAGE

DATE: 9/10/71
CONTAINER # 790043 SEAL 27201 WEIGHT
SHIP Ponce VOYAGE # CUBE

DR #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS!	RAIL CAR # OR SHIPPER	CONSIGNEE
9673							
		Strip & Reload Data Same Tkr					
		No Consol Required					
			MDCC				

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



TRANSAM... CAN TRAILER TRANSPORT, INC.
TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

TT License 26529 Trailer No 770043

Van ☐ Reefer ☐ O/T ☐ F/B ☐ Tank ☐ L/B ☐ Special Equip ☐ SOL

TO 41-13 OUT IN

500 | 1033 | PDL
Twin Exp | Cascade | Twin Exp
Angel | X 6004 | Cancel | 4 X 2

DEMURRAGE
Free Time Starts 9/2/74
Demurrage Starts

Number of Days
Rate
Demurrage Charges

LOADED ☐ EMPTY ☑

Tank Reading 9/2/74 Temp

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND LOADED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

MAN SIGN Luis E.
CO BY

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY TRANSAMERICAN AND FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CHECKED BY Dave
DRIVER SIGN

White Copy: Lessor's Control Copy Yellow Copy: Lessee's File
Pink Copy: Terminal Blue Copy: Customer Dept. Buff Copy: Accounting Dept.

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

[illegible] TTT Pickup [illegible] Own Delivery X Other

DOCK RECEIPT NO. 9911

FORWARDING AGENT - REFERENCES

DOCK RECEIPT

SHIPPER
TWIN EXPRESS, INC 151 CHARLES STREET, NEW YORK, N.Y.

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC
GPO BOX 4444, SAN JUAN, PUERTO RICO

[illegible] NOT X REQUIRED UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

[illegible] IF MERCHANDISE IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL AMERICAN | VOYAGE NO | PIER 18 Stapleton, Staten Island | PORT OF LOADING New York

PORT OF DISCHARGE SAN JUAN, PUERTO RICO | [illegible] OF THE SHIP SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC- 852 TRL- 2 -323 SEALS-1014 1077	510	FREIGHT OF ALL KINDS		28,935

IN ACCEPTANCE WITH [illegible] OF THE CARRIER'S TARIFF CARRIER'S LIABILITY SHALL BE LIMITED TO [illegible] PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT DECLARED AS PER ABOVE OR FOR UNLESS GREATER VALUE IS SET FORTH HEREIN AND [illegible] PAID AS PROVIDED IN CARRIER'S TARIFF. SHIPPER'S DECLARED VALUE IN EXCESS OF $500 PER PACKAGE IS $ [illegible]

FOR PIER USE ONLY

CARRIER Le Roy K LICENSE #
SEAL # SIDE DOOR 1077
TRAILER # ~~TTTS~~ PCZ 200523 SEAL # REAR DOOR 1014

NO SEAL ON ARRIVAL TTT SEAL # [illegible] AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL [illegible] TEMP. SETTING ON ARRIVAL [illegible]
TEMP. TO BE MAINTAINED AT [illegible] SCALE WEIGHT [illegible]
CHECKER [illegible] DATE 9/15/71

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREOF SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT, TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY [illegible] AUTHORIZED CLERK
DATE 9/15/71

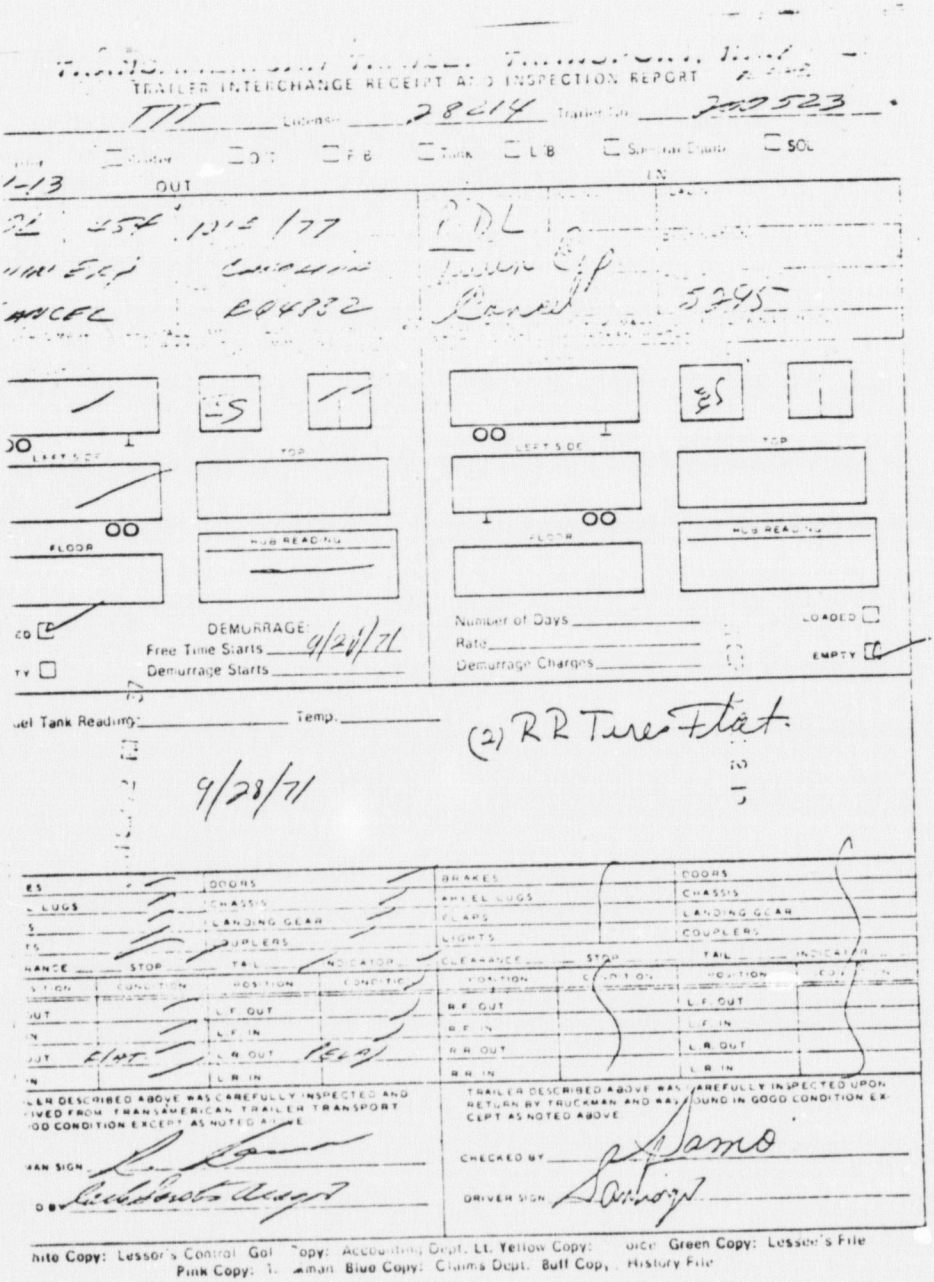
Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT INC.
L. C. L. STOWAGE

DATE: 9/15/71
CONTAINER # 200523 SEAL 27725 WEIGHT
SHIP Ponce VOYAGE # CUBE

B/L #	D/R #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE
	9911			Strip + Stuff Some Tals				
				No Count Required				

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

TTT License 28614 Trailer No. 240523

OUT

DEMURRAGE
Free Time Starts 9/20/71
Demurrage Starts

Number of Days
Rate
Demurrage Charges

LOADED
EMPTY

Fuel Tank Reading: Temp.

(2) RR Tires Flat.

9/28/71

DOORS
CHASSIS
LANDING GEAR
COUPLERS
STOP TAIL INDICATOR
CONDITION POSITION CONDITION
L.F. OUT
L.F. IN
L.R. OUT Flat
L.R. IN
R.F. OUT
R.F. IN
R.R. OUT Flat
R.R. IN

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CHECKED BY

DRIVER SIGN

White Copy: Lessor's Control Copy: Accounting Dept. Yellow Copy: Green Copy: Lessee's File
Pink Copy: Blue Copy: Claims Dept. Buff Copy: History File

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

DELIVERING CARRIER TO STEAMER

☐ TTT Pick-up ☐ Own Delivery ☒ Other

TTT BOOKING NO. 8700

FORWARDING AGENT - REFERENCES

RELEASED VALUE CLAUSE SEE PARAGRAPH 14 REVERSE SIDE

BILL OF LADING
(Not negotiable unless consigned to order)

SHIPPER
TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, NEW YORK

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, P. RICO

STONE DELIVERY (NAME-STREET-ADDRESS-CITY) ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL: ERIC K HOLZER VOYAGE NO: 44-9 FLAG: AMERICAN
PIER: 13 Stapleton, Staten Island PORT OF LOADING: New York
PORT OF DISCHARGE: SAN JUAN, PUERTO RICO
FINAL PORT-DESTINATION (IF THE GOODS - NOT OF THE SHIP): SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC-936 TRL 790-4 SEAL 4042	592	FREIGHT OF ALL KINDS		16,897

IN ACCEPTANCE WITH RULE 6 OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACK-AGE OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AND ADDITIONAL CHARGE PAID AS PROVIDED IN SAID RULE 6.

TRAILER NO. 770459 SEAL NO. 4042

☒ TRAILER IS SHIPPER'S LOAD, STOW AND COUNT

☐ TRAILER SAID TO CONTAIN PACKAGES AND/OR CARGO HEREIN

93/9030	TRL	880 00
Bunkers Surcharge 3%		26 40
	TRL	37 00
TOTAL FREIGHT AND CHARGES		945 40

SUBJECT TO TERMINAL FREIGHT TARIFF CURRENT AND IN EFFECT ON FILE WITH FEDERAL MARITIME COMMISSION

IN WITNESS WHEREOF, the Master of the said ship or his agent has signed this bill of lading

TRANSAMERICAN TRAILER TRANSPORT, INC.

Al Panetta

DATED AT NEW YORK
Yr. 70 Mo. 10 Day 71

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT, INC.

DELIVERING CARRIER TO STEAMER: ☐ TTT Pick-up ☐ Own Delivery X Other — DOCK RECEIPT # 8700 — TTT BOOKING NO.

FORWARDING AGENT – REFERENCES

DOCK RECEIPT

SHIPPER: ~~TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, NEW YORK~~

CONSIGNED TO: ~~TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO~~

TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, P. RICO

DOMESTIC SHIPMENT (FAK, NOT C.O.D.) X REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER TRUCKER OF DELIVERY TO BE MADE TO CONSIGNEE ADDRESS

VESSEL | VOYAGE NO. | FLAG: AMERICAN | PIER: 13 Stapleton, Staten Island | PORT OF LOADING: New York

PORT OF DISCHARGE: ~~SAN JUAN, PUERTO RICO~~ | FINAL PORT (DESTINATION OF THE GOODS/OFF OF THE SHIP): SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC-936 TRL 790-459 SEAL 4542	592	FREIGHT OF ALL KINDS		16,897

TRANSOCEAN GATEWAY CORP. 1971 NOV 27 PM 4:05 RECEIVING - NORTH

IN ACCORDANCE WITH THE RULES OF THE CARRIER'S TARIFF, LIABILITY SHALL BE LIMITED TO $500.00 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACKAGES OR PIECES UNLESS A SPECIFIC VALUE IS SET FORTH HEREIN. UNLESS SHIPPER PAYS A CHARGE BASED ON A DECLARED VALUE IN EXCESS OF $500 AND IS CHARGED SO.

FOR PIER USE ONLY

CARRIER: AGUA GULF — LICENSE #: XCA 1SA K5

TRAILER #: RTT2 790459 — SEAL # SIDE DOOR: — SEAL # REAR DOOR: 4017

NO SEAL ON ARRIVAL TTT SEAL #_____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL: — TEMP. SETTING ON ARRIVAL: —

TEMP. TO BE MAINTAINED AT: — SCALE WEIGHT: 11/27/71

CHECKER: (1) — DATE: 11/27/71

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREON SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT, TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY: _____ RECEIVING CLERK

DATE: 11/27/71

ONLY COPY AVAILABLE

682(75)

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

L. C. L. STORAGE

DATE: 11/27/71

CONTAINER # 790459 SEAL 22127 WEIGHT

SHIP Holzer VOYAGE # CUBE

D.L.#	D/R #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE
	8705							

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

INTER CHANGE NO [illegible]

TRANSAMERICAN TRAILER TRANSPORT, INC.

TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

Owner T.T.T. Trailer No. 796 459

Type of Trailer ☐ Reefer ☐ D.T. ☒ V ☐ Tank ☐ L.B. ☐ Special Equip ☐ SOL

OUT	IN
EMI 449 470	
TWIN EXP	TWIN EXP
CANCEL	Cancel
5295	4882
00	00
5	5
00	00
	10025.5
LOADED ☑	LOADED ☐
EMPTY ☐	EMPTY ☑

DEMURRAGE
Free Time Starts 12/4/71
Demurrage Starts

Number of Days
Rate
Demurrage Charges

Dents & Cuts

REMARKS
Fuel Tank Reading Temp
12/31/71

MISC: BRAKES, DOORS, WHEELS/HUBS, FLAPS, LIGHTS, CLEARANCE

TIRES: RF OUT, LF OUT, RF IN, LF IN, RR OUT, LR OUT, RR IN, LR IN

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY THE LESSEE AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRUCKMAN SIGN

CHECKED BY

CHECKED BY

DRIVER SIGN

White Copy: Lessee's Control Copy; Pink Copy: [illegible]; Blue Copy: Claims Dept; Buff Co.: History File

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT, INC.

VESSEL'S CARRIER TO STEAMER
☐ TTT Pick-up ☐ Own Delivery ☒ Other

TTT BOOKING NO. 8672

FORWARDING AGENT – REFERENCES

RELEASED VALUE CLAUSE (SEE PARAGRAPH 14, REVERSE SIDE)

BILL OF LADING
(Not negotiable unless consigned to order)

SHIPPER
TWIN EXPRESS, INC. 151 CHARLES ST. NEW YORK, N.Y. 10014

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY (NAME-STREET-ADDRESS-CITY) ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED
ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL	VOYAGE NO.	FLAG	PIER	PORT OF LOADING
ERIC K HOLZER	44-9	AMERICAN	13 Stapleton, Staten Island	New York

PORT OF DISCHARGE	FINAL PORT-DESTINATION (IF THE GOODS NOT OF THE SAME PORT)
SAN JUAN, PUERTO RICO	SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC-998 TRL-REAZ-706752 SEALS-265-266	252	FREIGHT OF ALL KINDS		28,092

IN ACCEPTANCE WITH RULE #9 OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $50 PER PACKAGE, PIECE, OR (CUSTOMARY FREIGHT UNIT) WHICH MAY BE SHIPPED AS PER ITEM 20 HEREIN UNLESS A GREATER VALUE IS SET FORTH HEREIN AND UNLESS SHIPPER PAYS A CHARGE IF ANY OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS _____

TRAILER NO. 706752 SEAL NO. 265-266
☒ TRAILER IS SHIPPER'S LOAD, STOW, AND COUNT.
☐ TRAILER SAID TO CONTAIN PACKAGES AND/OR CARGO HEREIN

SUBJECT TO CARRIER'S FREIGHT TARIFF CURRENTLY IN EFFECT ON FILE WITH FEDERAL MARITIME COMMISSION (SEE SECTION 15)

IN WITNESS WHEREOF, the Master of the said ship or his agent, has signed this Bill of lading.

TRANSAMERICAN TRAILER TRANSPORT, INC.

By Al Panetta

DATED AT NEW YORK
This 12 day of 10 Mo 71 Yr

OCEAN FREIGHT	9 310030	TRL	1038 40
LASHING CHARGE		TRL	39 00
LASHING CHARGE			
DOCUMENTATION CHARGE			
PICK UP			
[illegible]			
TRANSSHIPMENT CHARGE			
[illegible]			
PER DIEM			
INSURANCE COVERAGE (IF REQUESTED, THE AMOUNT OF INSURANCE EFFECTED ON THE GOODS COVERED BY THIS BILL OF LADING IS ALL RISK ____ MARINE RISK ONLY ____ MARINE WITH WAR VALUE $ ____)			
TOTAL NO. OF PKGS.	TOTAL FREIGHT AND CHARGES		1077 40

ONLY COPY AVAILABLE

682(78)

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

358 ST. MARKS PLACE, STATEN ISLAND, NEW YORK 10301

DELIVERING CARRIER TO STEAMER: ☐ TTT Pick-up ☐ Own Delivery ☒ Other

DOCK RECEIPT # 8672

TTT BOOKING NO.

FORWARDING AGENT - REFERENCES

DOCK RECEIPT

SHIPPER: TWIN EXPRESS, INC. 151 CHARLES ST. NEW YORK, N.Y. 10014

CONSIGNED TO: TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO: TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

ON-LINE DELIVERY (NOT) ☒ REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO RELEASE TO CONSIGNEE ADDRESS

VESSEL | VOYAGE NO. | FLAG: AMERICAN

PIER: 13 Stapleton, Staten Island

PORT OF LOADING: New York

PORT OF DISCHARGE: SAN JUAN, PUERTO RICO

FINAL PORT DESTINATION OF THE GOODS (NOT OF THE SHIP): SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC-998 TRL-REAZ-706752 SEALS-265-266	252	FREIGHT OF ALL KINDS		28,092

TRANSOCEAN GATEWAY CORP. RECEIVED NOV 27 1971

IN ACCORDANCE WITH RULE 6 OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT UNLESS NOTED AS PACKAGE ON PIER UNLESS A GREATER VALUE IS SET FORTH HEREIN AND UNLESS SHIPPER PAYS A CHARGE OF .10% OF DECLARED VALUE IN EXCESS OF $500 AS CHARGED BY ____

FOR PIER USE ONLY

CARRIER: ~~ACWA~~ GULF LICENSE: XBA-593-NS

TRAILER: REAZ 706752 ✓ SEAL # SIDE DOOR: 265

SEAL # REAR DOOR: 266

NO SEAL ON ARRIVAL. TTT SEAL #_____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT (1) _____ SCALE WEIGHT 11-7-71

CHECKER _____ DATE _____

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREON SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY _____ RECEIVING CLERK

DATE 11/27/71

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

L. C. L. STOWAGE

DATE: 11/27/70

CONTAINER # 706752 SEA 22121 WEIGHT

SHIP Hafen VOYAGE # CUBE

B/L #	D/R #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE
	8672							

STRIPPED AND RESTUFFED
INTO SAME CONTAINER
AS PER I.L.A. AGREEMENT

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

INTERCHANGE NO 71-1- 17035

TRANSAMERICAN TRAILER TRANSPORT, INC.

TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

Owner TTT License 28467 Trailer No 706752

Type of Trailer ☐ Reefer ☐ D/T ☐ F/B ☐ Tank ☐ L/B ☐ Special Equip ☐ SOL

44-9

OUT			IN		
VESSEL VOYAGE	S.L. NO.	SEAL NO.	VESSEL VOYAGE	S/L NO.	SEAL NO.
EKH	465	205/206			
CUSTOMER	DESTINATION		CUSTOMER		DESTINATION
Twin Exp	Carolina		TWIN EXP.		
CARRIER	TRAILER NO.		AGENT		TRACTOR NO.
RCancel	RP4314		R. Cancel		5295

PLEASE MARK CLEARLY ALL DAMAGE AND DEFICIENCIES IN ACCEPTION USE CHECK (✓) MARK USE FOLLOWING SYMBOLS
FOR EXCEPTIONS: MM-DENTS & OUT SCRATCH (SCRATCHES) DENTED IN BROKEN HINGE

OUT		IN	
RIGHT SIDE	FRONT	RIGHT SIDE	FRONT
LEFT SIDE	TOP	LEFT SIDE	TOP
FLOOR	HUB READING 89601-3	FLOOR	HUB READING 90002
LOADED ☑ EMPTY ☐	DEMURRAGE Free Time Starts 12/14/71 Demurrage Starts	Number of Days Rate Demurrage Charges	LOADED ☐ EMPTY ☑

REMARKS: Fuel Tank Reading 1/2 Temp. 24

1971 DEC 15 FM

1971 DEC 23 FM

MISC	OUT	IN	TIMES	OUT	IN
BRAKES			POSITION		
WHEEL LUGS			RF		
FLAPS			RR		
LIGHTS			LF		
CLEARANCE			LR		

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRUCKMAN SIGN

CHECKED BY

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED BY RETURNED TO TTT AT [illegible] FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CHECKED BY

DRIVER SIGN

White Copy: [illegible] Pink Copy: [illegible] Lt. Yellow Copy: [illegible] Green Copy: [illegible] Buff Copy: [illegible]

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT, INC.
358 ST. MARKS PLACE, STATEN ISLAND, NEW YORK 10301
TELEPHONE (212) 447-70[illegible] CABLE: TRIPLETEE

DELIVERING CARRIER TO STEAMER: * ☐ TTT Pick-up ☐ Own Delivery ☒ Other C.S. GREENE AND CO., INC. c/o SULLIVAN LINES
DOCK RECEIPT # 9510
TTT BOOKING NO.
FORWARDING AGENT – REFERENCES: C.S. GREENE AND CO., INC. Pro # 4-0039

DOCK RECEIPT

SHIPPER: TWIN EXPRESS INC. * 151-157 CHARLES STREET * NEW YORK, NEW YORK 10014
CONSIGNED TO: EDIFICIO CHARLYN CARR. 190 KM 1-6, CAROLINA P.R.
TWIN EXPRESS INC. *G.P.O. BOX 4444 * SAN JUAN, PUERTO RICO
ADDRESS ARRIVAL NOTICE TO: SAME
STORE DELIVERY NAME STREET ADDRESS CITY ☐ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED
SAME
ENTER SAME IF DELIVERY IS TO BE MADE TO CONSIGNEE
VESSEL: ERIC K. HOLZER VOYAGE NO: FLAG: AMERICAN
PIER: 13 Stapleton, Staten Island PORT OF LOADING: New York
PORT OF DISCHARGE: SAN JUAN, PUERTO RICO
FINAL PORT DESTINATION (IF THE GOODS NOT OF THE SHIP)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
TWIN EXPRESS, INC. EDIFICIO CARLYN CARR. 190 KM 1-6 CAROLINA P.R. G.P.O. BOX 4444 SNA JUAN, PUERTO RICO	ONE	TRAILER LOAD OF FREIGHT ALL GOODS SEAL NOS. 25978 & 25979	1515.17 cu.ft.	21,000#

T.A.T. TRANSAMERICAN TRAILER TRANSPORT CORP. 1971 DEC 10 PM 11:40 RECEIVED - NEW YORK

IN ACCEPTANCE WITH RULE 6(b) OF THE CARRIER'S TARIFF CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACKAGE OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AT $ _____ AND EXCESS VALUATION PAID A CHARGE OF 2% OF DECLARED VALUE. A STATED VALUATION CHARGE $ _____

FOR PIER USE ONLY

C.S. GREENE AND CO., INC.
CARRIER c/o SULLIVAN LINES LICENSE # X16C-731
TRAILER # Sullivan-618 SEAL # SIDE DOOR _____ SEAL # REAR DOOR 25975 + 25979
NO SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.
TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____
TEMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____
CHECKER R. DeCarlo D.E. 12/10

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREON SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT, TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.
BY O'Gren RECEIVING CLERK
DATE 12/10/71

ONLY COPY AVAILABLE

682(82)

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT INC.
L C L STOWAGE

DATE: 12/10/71
CONTAINER # 618 SEAL 22197 WEIGHT
SHIP Hafnia VOYAGE # CUBE

B L #	B/R #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS:	RAIL CAR # OR SHIPPER	CONSIGNEE
	9516							

.ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

INTERCHANGE NO 71-1- 10014

TRANSAMERICAN TRAILER TRANSPORT, INC.

TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

Owner OT License 27052 Trailer No. 618

Type of Trailer: ☐ Pup ☐ DT ☐ F B ☐ Tank ☐ L B ☐ Special Equip ☐ SOL

44-9

	OUT	IN
	EPH 42 25272/272	
	Twin Exp CANCEL	TWIN EXP
	R. Cancel PB4882	CANCEL 4882
	50093.7	50105.8

LOADED ☑ EMPTY ☐

DEMURRAGE
Free Time Starts 12/11/71
Demurrage Starts

Number of Days
Rate
Demurrage Charges

LOADED ☐ EMPTY ☑

REMARKS

Fuel Tank Reading Temp

12/21/71

M&SC	OUT	IN
BRAKES		
DOORS		
WHEEL LUGS		
CHASSIS		
FLAPS		
LANDING GEAR		
LIGHTS		
COUPLERS		
CLEARANCE		
STOP		
TAIL		
OPERATION		
MUDFLAPS		

TIRES	POSITION	CONDITION OUT	CONDITION IN
RF			
LF			
RI			
LI			
RO			
LO			
RR			
LR			

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRUCKMAN SIGN Santiago

CHECKED BY Richard Estrada

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CHECKED BY G. Gate

DRIVER SIGN Santiago

White Copy: Lessor's Control Gold Copy: Accounting Dept. Lt. Yellow Copy: Office Green Copy: Lessee's File
Pink Copy: Trackman Blue Copy: Claims Dept. Buff Copy: History File

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

☐ TTT Pick-up ☐ Own Delivery X Other — TTT BOOKING NO. 9310

BILL OF LADING
(Not negotiable unless consigned to order)

IN EXPRESS, INC. 151 CHARLES ST. NEW YORK, N.Y. 10014

IN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

IN EXPRESS, INC.

O BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME-STREET-ADDRESS-CITY — X NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ERIC K. HOLZER — VOYAGE NO. 4-13 — FLAG AMERICAN

PIER 13 Stapleton, Staten Island — PORT OF LOADING New York

AN JUAN, PUERTO RICO — FINAL PORT OF DESTINATION (OF THE GOODS, NOT OF THE SHIP) SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
JT NYC-144/72 RL-790-337 EAL-4077	694	FREIGHT OF ALL KINDS		21,730.00

ER NO 790-337 SEAL NO 4077

ILER IS SHIPPER'S LOAD, STOW, AND COUNT

T TO CARRIERS FREIGHT TARIFF CURRENTLY IN ON FILE WITH FEDERAL MARITIME COMMISSION, TON, D.C.

NESS WHEREOF, the Master of the said ship agent, has signed this bill of lading

ANSAMERICAN TRAILER TRANSPORT, INC.

Al Panetta

DATED AT NEW YORK

MAR 3 '72

9310030 Trl 1035 40

LAND TPT CHARGE Trl 32 00

LANDING CHARGE

DOCUMENTATION CHARGE

PICK-UP

DELIVERY

TRANSSHIPMENT CHARGE

OTHER (SPECIFY)

PER DIEM

INSURANCE COVERAGE

VALUE $

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

NO. [illegible] TO STEAMER

☐ TTT Pick-up ☐ Own Delivery ☒ Other

DOCK RECEIPT NO. 9810

TTT SUBAGENT #

FORWARDING AGENT - REFERENCES

DOCK RECEIPT

[illegible]N EXPRESS, INC. 151 CHARLES ST. NEW YORK, N.Y. 10014

[illegible]RD TO

[illegible]N EXPRESS, INC. C/O BOX 4444, SAN [illegible], PUERTO RICO

[illegible] ARRIVAL NOTICE TO

[illegible]N EXPRESS, INC.

[illegible] BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY (ALL STREET FRONTAGE) ☐ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VOYAGE NO.	FLAG	PIER	PORT OF LOADING
	AMERICAN	13 Stapleton, Staten Island	New York

DISCHARGE

[illegible]N JUAN, PUERTO RICO

FINAL PORT-DESTINATION OF THE CONSIGNMENT OF THE SHIP

[illegible]N JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

[illegible]RKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
[illegible] NYC-[illegible]/72	054	FREIGHT OF ALL KINDS		21,750.00
RL-700-337				
CAL-4077				

[illegible] [illegible] [illegible]

[illegible] [illegible] [illegible] [

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

DOCK RECEIPT # 9810 | TTT BOOKING NO.

Other

SHIPPING AGENT - REFERENCES

DOCK RECEIPT

PIER
WIN EXPRESS, INC. 151 CHARLES ST. NEW YORK, N.Y. 10014

SIGNED TO
WIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME STREET ADDRESS IF ☐ NOT REQUIRED UNLESS CHECKED DELIVERY SERVICE WILL BE PERFORMED

ESS ARRIVAL NOTICE TO
WIN EXPRESS, INC.
O BOX 4444, SAN JUAN, PUERTO RICO

ENTER STREET IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VOYAGE NO | FLAG: AMERICAN | PIER: 13 Stapleton, Staten Island | PORT OF LOADING: New York

F DISCHARGE: SAN JUAN, PUERTO RICO | FINAL PORT OF DESTINATION OF THE GOODS NOT OF THE SHIP: SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

KS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
T NYC-TTA/72 -790-337 -4077	604	FREIGHT OF ALL KINDS		21,730.00

RULE #9 OF THE CARRIER'S TARIFF LIMITS LIABILITY SHALL BE LIMITED TO $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACK
IS A GREATER VALUE IS SET FORTH HEREIN AND ... ADDITIONAL CHARGE IS ...

FOR PIER USE ONLY

Twin Exp LICENSE # XCD72WD
82772
790 337 SEAL # SIDE DOOR 4077 SEAL # REAR DOOR

RRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE
TT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. SETTING
/AL _____ ON ARRIVAL _____

SCALE WEIGHT
DATE 2-16-72

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREON SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY C. Green
RECEIVING CLERK
DATE 2-16-72

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

FOR ILA STRIP CONTAINER

TRANSAMERICAN TRAILER TRANSPORT INC.
L. C. L. STOWAGE

DATE: 2/16
CONTAINER # 790335 SEAL 23041 WEIGHT 21730
SHIP VOYAGE # CUBE

D/R #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE
9815							
	THIS CONTAINER WAS STIPPED AND RESTUFFED PER ILA CONTRACT						
	AGREEMENT. NO COUNT REQUIRED. ANY CARGO THAT IS NOT ABLE						
	TO BE REPLACED IN CONTAINER MUST BE REPORTED IMMEDIATELY.						
	CHECKER SIGNATURE						
	C/C ONLY REQUIRED FOR DAMAGED CARGO						

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

DO NOT USE THIS AREA

EXPORT SHIPMENTS ARE SUBJECT TO U.S. CUSTOMS INSPECTION

SHIPPER'S EXPORT DECLARATION

READ INSTRUCTIONS ON REVERSE SIDE

10 01

403

FKII-46-13

PKGS. (15)

GROSS WEIGHT (POUNDS) (16)

VALUE (DOLLARS ONLY) (18)

LEATHER GOODS

BAGS

PUR. LEATHER

TOYS

STATIONERY

PLASTIC PRODUCTS

LEATHER GOODS

CHINAWARE

AUTO PARTS

TOILET PREP.

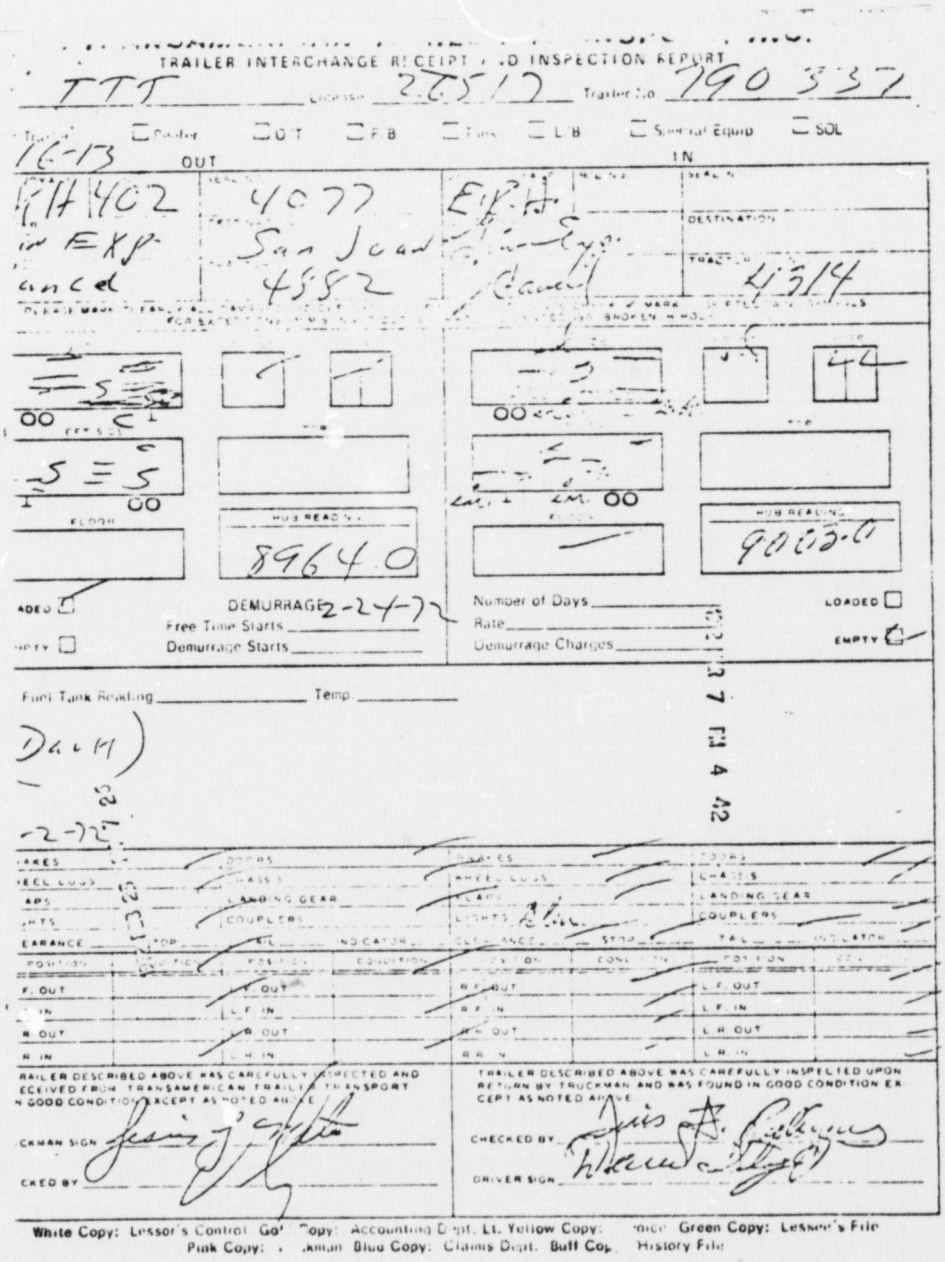
4300. 300 108 238 1000 1490 300 200 8936 1050 3000 3900 950

1000.00 300.00 175. 115. 1000. 500 150. 75 375. 14600. 6000. 1700 533. 1375

RL No 70337

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

TTT — Trailer No. 790 337

16-13

OUT — IN

FH 402 in Exp. canceled — 4077 San Jean 4582 — Exp. Canal — 4514

HUB READING 89640 — HUB READING 9005.0

DEMURRAGE 2-24-72

Number of Days ____ Rate ____ Demurrage Charges ____

Free Time Starts ____ Demurrage Starts ____

LOADED ☐ EMPTY ☐

Fuel Tank Reading ____ Temp ____

Dalh)

2-2-72

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRUCKMAN SIGN ____ CHECKED BY ____

CHECKED BY ____ DRIVER SIGN ____

White Copy: Lessor's Control Copy: Accounting Dept. Lt. Yellow Copy: Green Copy: Lessee's File
Pink Copy: Blue Copy: Claims Dept. Buff Copy: History File

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

ASSIGNED TO STEAMER

☐ TTT Pickup ☐ Own Delivery ☒ Other

TTT BILLING NO.

LOADING AGENT - REFERENCES

ASSD. VALUE — SEE CLAUSE 14 REVERSE SIDE

BILL OF LADING
(Not negotiable unless consigned to order)

IN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y. 10014

CONSIGNED TO

IN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

NOTIFY ARRIVAL NOTICE TO

IN EXPRESS, INC.

O BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY (NAME, STREET, ADDRESS, CITY) — NOT REQUIRED ☒ — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER NAME OF DELIVERY CARRIER TO BE MADE TO CONSIGNEE ADDRESS

ERIC K. HOLZER VOYAGE 72-13 FLAG AMERICAN

PIER 13 Stapleton, Staten Island

PORT OF LOADING New York

PORT OF DISCHARGE
AN JUAN, PUERTO RICO

FINAL PORT/DESTINATION (IF THE GOODS/NOT OF THE SHIP)
SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
OT NYC-157/72	691	FREIGHT OF ALL KINDS		23,803
RL-208-940				
EAL-4082				

RL 208-940 SEAL NO 4082

FREIGHT

TTT

IN WITNESS WHEREOF, the Master of the said ship ... has signed ... bill of lading.

...AMERICAN TRAILER TRANSPORT, INC.

Per pro

DATED AT NEW YORK

... 72

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

[X] TTT Pick-up [ ] Own Delivery [ ] Mother

9937

DOCK RECEIPT

TTT EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y. 10014

TTT EXPRESS, INC. [illegible] SAN JUAN, PUERTO RICO

TTT EXPRESS, INC.

[illegible] SAN JUAN, PUERTO RICO

VOYAGE NO. | FLAG: AMERICAN | PIER: 13 Stapleton, Staten Island | PORT OF LOADING: New York

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT [illegible]	631	TRAILER OF ALL KINDS		22,000
TRL-[illegible]				
TTTL-[illegible]				

FOR PIER USE ONLY

CARRIER Twin Express LICENSE # XGD 722 NJ

TRAILER [illegible] SEAL # SIDE DOOR

SEAL # REAR DOOR 4052

SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. SETTING

P. ON ARRIVAL _____ ON ARRIVAL _____

P. TO BE MAINTAINED AT _____ SCALE WEIGHT _____

DATE 2/18/72

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREIN SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER. COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT, TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY [signature]

DATE 2-18-72

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

ING CARRIER TO STEAMER ☐ TTT Pick-up ☐ Own Delivery ☒ Other	DOCK RECEIPT NO. 9437	TTT BOOKING NO.
RDING AGENT - REFERENCES		

DOCK RECEIPT

IN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y. 10014

NED TO
IN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

SS ARRIVAL NOTICE TO
IN EXPRESS, INC.
O BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY (NAME-STREET-ADDRESS-CITY) ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER TO SAME IN DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VOYAGE NO.	FLAG	PIER	PORT OF LOADING
	AMERICAN	13 Stapleton, Staten Island	New York

F DISCHARGE
AN JUAN, PUERTO RICO

FINAL PORT DESTINATION (IF THE GOODS NOT OF THE SHIP)
SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

RKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
OT NYC-157/72 RL-200-940 CAL-4002	601	FREIGHT OF ALL KINDS		23,000

ORDANCE WITH RULE 5(d) OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED IN PACKAGE UNLESS A GREATER VALUE IS SET FORTH HEREIN AT $_____ AND UNLESS SHIPPER PAYS A CHARGE OF $1.00 PER $100 OF DECLARED VALUE IN EXCESS OF $500 WHEN CHARGE IS $_____

FOR PIER USE ONLY

RIER Twin Express LICENSE # XCD 725 nj

LER RM3 208-940 SEAL # SIDE DOOR _____

SEAL # REAR DOOR 4082

EAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE RIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

P. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

P. TO BE TAINED AT _____ SCALE WEIGHT _____

CKER [signature] _____ DATE 2/18/72

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREON SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY [signature] RECEIVING CLERK

DATE 2-18-72

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

1/0

THIS FORM TO BE USED ONLY FOR ILA STRIP CONTAINER

TRANSAMERICAN TRAILER TRANSPORT INC.

L. C. L. STOWAGE

DATE 2/13

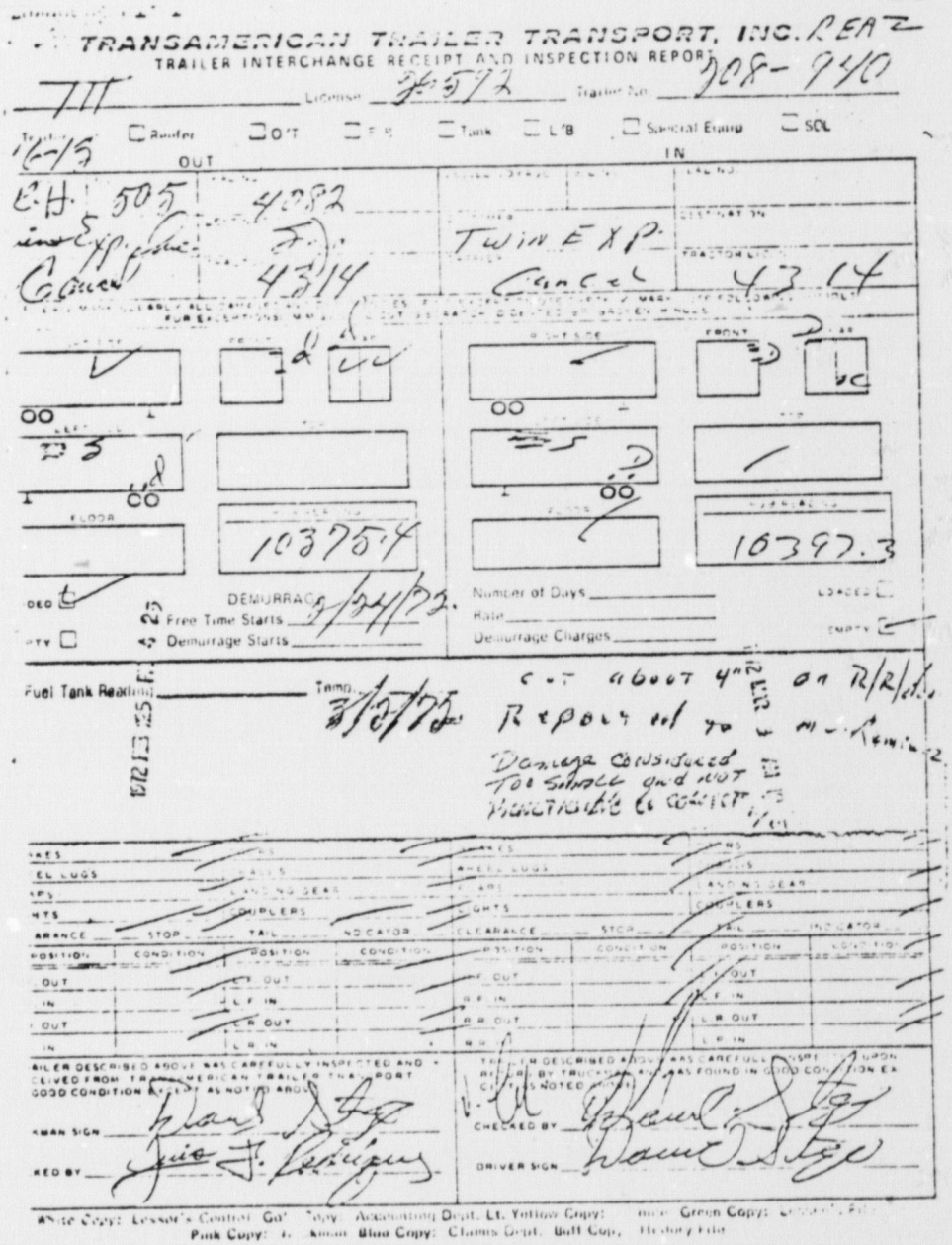
CONTAINER # 208940 SEAL 8373 WEIGHT 37752

SHIP TDL VOYAGE # CUBE

DIR #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE
		THIS CONTAINER WAS STRIPPED AND RESTUFFED PER ILA CONTRACT					
		AGREEMENT. NO COUNT REQUIRED. ANY CARGO THAT IS NOT ABLE					
1		TO BE RETURNED IN CONTAINER MUST BE REPORTED IMMEDIATELY.					
			CHECKER SIGNATURE				
		C/C ONLY REQUIRED FOR DAMAGED CARGO					

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



TRANSAMERICAN TRAILER TRANSPORT, INC. REAR

TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

708-940

OUT

IN

Twin Exp

Cancel

Cancel

10375.4

10397.3

DEMURRAGE 5/24/72.

Free Time Starts

Demurrage Starts

Number of Days

Rate

Demurrage Charges

Fuel Tank Reading

Temp. 5/16/72

C.T. about 4" rear on R/R/side

Report not to be made

Damage considered too small and not practicable to collect

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CHECKED BY

DRIVER SIGN

White Copy: Lessee's Control Copy. Accounting Dept. Lt. Yellow Copy: Green Copy:

Pink Copy: Blue Copy: Claims Dept. Buff Copy: Driver's File

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

ING CARRIER TO STEAMER
☐ TTT Pick-up ☐ Own Delivery ☒ Other

TTT BOOKING NO. 4943 9577

ADING AGENT — REFERENCES

VD. VALUE CLAUSE
RAPH 14, REVERSE SIDE

BILL OF LADING
(Not negotiable unless consigned to order)

N EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y. 10014

NED TO
N EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

SS ARRIVAL NOTICE TO
IN EXPRESS, INC.
O BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME STREET ADDRESS CITY ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER SAME IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VOYAGE NO. — FLAG — PIER — PORT OF LOADING
ERIC K. HOLZER — 52-1 — AMERICAN — 13 Stapleton, Staten Island — New York

F DISCHARGE
N JUAN, PUERTO RICO

FINAL PORT DESTINATION (IF THE GOODS NOT OF THE SHIP)
SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

ARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
OT NYC-720/72 RL-790-494 EALS-4439	1702	FREIGHT OF ALL KINDS		43,903

ANCE WITH RULE 5 (b) OF THE CARRIER'S TARIFF CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACK
PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AND SHIPPER PAYS A CHARGE OF 1% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS

ER NO. 790-494 SEAL NO. 4439
MBER IS SHIPPER'S LOAD, STOW AND COUNT
ES SAID TO CONTAIN PACKAGES AND/OR CARGO HEREIN
TE

T TO CARRIER'S FREIGHT TARIFF CURRENTLY IN
ON FILE WITH FEDERAL MARITIME COMMISSION,
GTON, D.C.

NESS WHEREOF, the Master of the said ship
gent, has signed this bill of lading

ANS-AMERICAN TRAILER TRANSPORT, INC.

A. Panetta

DATED AT NEW YORK
JUL 7 28 1972

310030	TRL	1033	40
	TRL	37	00

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

☐ TTT Pick-up ☐ Own Delivery ☒ Other

9574

DOCK RECEIPT

TWIN EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y. 10014

CONSIGNED TO
TWIN EXPRESS, INC. CPO BOX 4444, SAN JUAN, PUERTO RICO

AS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
CPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME, STREET ADDRESS, CITY ☐ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VOYAGE NO. | FLAG: AMERICAN | PIER: 13 Stapleton, Staten Island | PORT OF LOADING: New York

PORT OF DISCHARGE: SAN JUAN, PUERTO RICO | FINAL PORT DESTINATION (IF THE GOODS ARE NOT OF THE SHIP)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
ST NO-722/72 TL-722-433 DLO-4453	1782	FREIGHT OF ALL KINDS		[illegible]

RECEIVED JUL 28 PM 2:[illegible]
PUERTO RICO MARINE

SHIPPER WITHOUT AID OF THE CARRIER'S TARIFF CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE, OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACK-AGES UNLESS A GREATER VALUE IS SET FORTH HEREIN AS $ _____ AND UNLESS SHIPPER PAYS A CHARGE OF 2% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS $ _____

722-434

CARD FOR PIER USE ONLY

CARRIER L. Ray-K - TTT - LICENSE # 27-345

TRAILER # 790-494 SEAL # SIDE DOOR 4437

SEAL # REAR DOOR

SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. SETTING ON ARRIVAL _____

TEMP. ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ SEAL'S WEIGHT _____

DRIVER [illegible] DATE 7/25/72

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREON SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

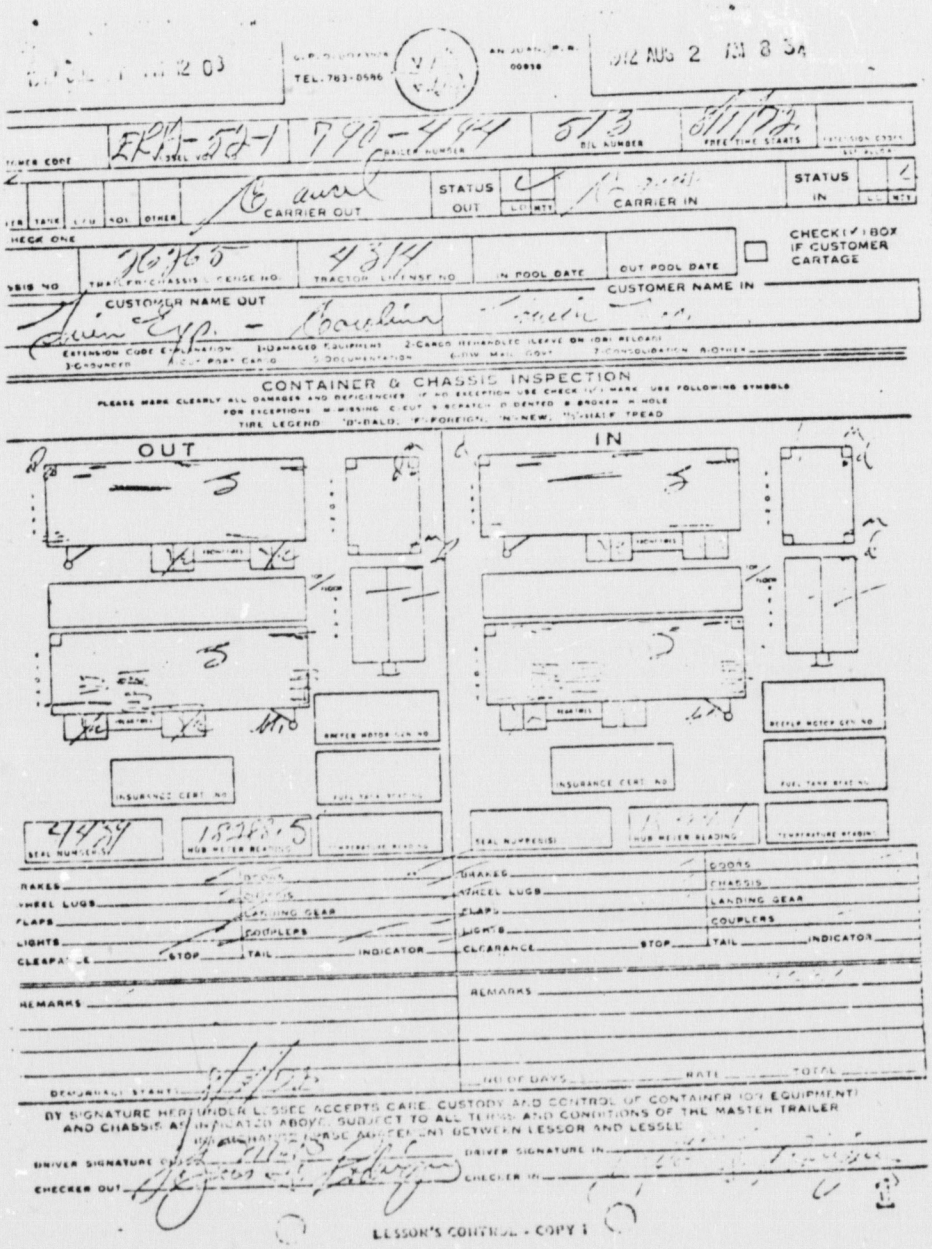
TRANSAMERICAN TRAILER TRANSPORT, INC.

BY [signature] RECEIVING CLERK

DATE 7-25-72

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



CONTAINER & CHASSIS INSPECTION

OUT

IN

LESSOR'S CONTROL - COPY 1

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

☐ TTT Pick up ☐ Own Delivery ☒ Other

TTT BOOKING NO. 4043 [illegible]

BILL OF LADING
(Not negotiable unless consigned to order)

[illegible] EXPRESS, INC. 151 CHARLES STREET, NEW YORK, N.Y. [illegible]

[illegible] EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

[illegible] EXPRESS, INC.

PO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME STREET ADDRESS CITY ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

ERIC K. HOLZER — VOYAGE NO. 32-1 — FLAG AMERICAN

PIER 13 Stapleton, Staten Island — PORT OF LOADING New York

DISCHARGE JUAN, PUERTO RICO

FINAL PORT DESTINATION (IF THE GOODS NOT OF THE SHIP) SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
[illegible] NYC-719/72 [illegible]-709-969 ALG=4431-~~4432~~	510	FREIGHT OF ALL KINDS		41,141

[illegible] 709-969- SEAL NO 4431-[illegible]

[illegible] TO CARRIER'S FREIGHT TARIFF CURRENTLY IN [illegible] FILE WITH FEDERAL MARITIME COMMISSION [illegible], D.C.

[illegible] WHEREOF, the Master of the said ship [illegible], has signed this bill of lading.

[illegible] AMERICAN TRAILER TRANSPORT, INC.

Al Pantle

DATED AT NEW YORK

[illegible] 7 MAY 28 [illegible] 72

	43/1030	TRL	1032 00
LANDING CHARGE		TRL	39 20
LANDING CHARGE			
DOCUMENTATION CHARGE			
[illegible]			
[illegible]			
[illegible]

ONLY COPY AVAILABLE

682(100)

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

☐ TTT ☐ Own Delivery ☒ Other	DOCK RECEIPT # 4243	TTT BOOKING NO.

DOCK RECEIPT

[illegible] EXPRESS, INC. 154 CHARLES STREET, NEW YORK, N.Y. 10014

[illegible] EXPRESS, INC. C/O BOX 4444, SAN JUAN, PUERTO RICO

NOTIFY ARRIVAL NOTICE TO
[illegible] EXPRESS, INC.
C/O BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME STREET ADDRESS CITY ☐ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VOYAGE NO.	FLAG	PIER	PORT OF LOADING
	AMERICAN	13 Stapleton, Staten Island	New York

PORT OF DISCHARGE [illegible] PUERTO RICO

FINAL PORT DESTINATION (OF THE GOODS - NOT OF THE SHIP) [illegible] PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
[illegible]/72	503	FREIGHT OF ALL KINDS		[illegible]
[illegible]				
[illegible]-A432				

TTT
1972 JUL 23 PM 1:14
RECEIVED AGAIN

IN ACCORDANCE WITH RULE #10 OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACKAGES UNLESS A GREATER VALUE IS SET FORTH HEREIN AS $ _____ AND UNLESS SHIPPER PAYS A CHARGE OF 2% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS $ _____

[illegible]-033 4431—FOR PIER USE ONLY

PIER LePoy K LICENSE # 14432 N.Y.
A2
TRAILER # 729769 SEAL # SIDE DOOR _____
SEAL # REAR DOOR 4431

SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. SETTING ON ARRIVAL _____
TEMP. SETTING ON ARRIVAL _____
SCALE WEIGHT _____
DATE 7/23/72

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREON SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT, TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT

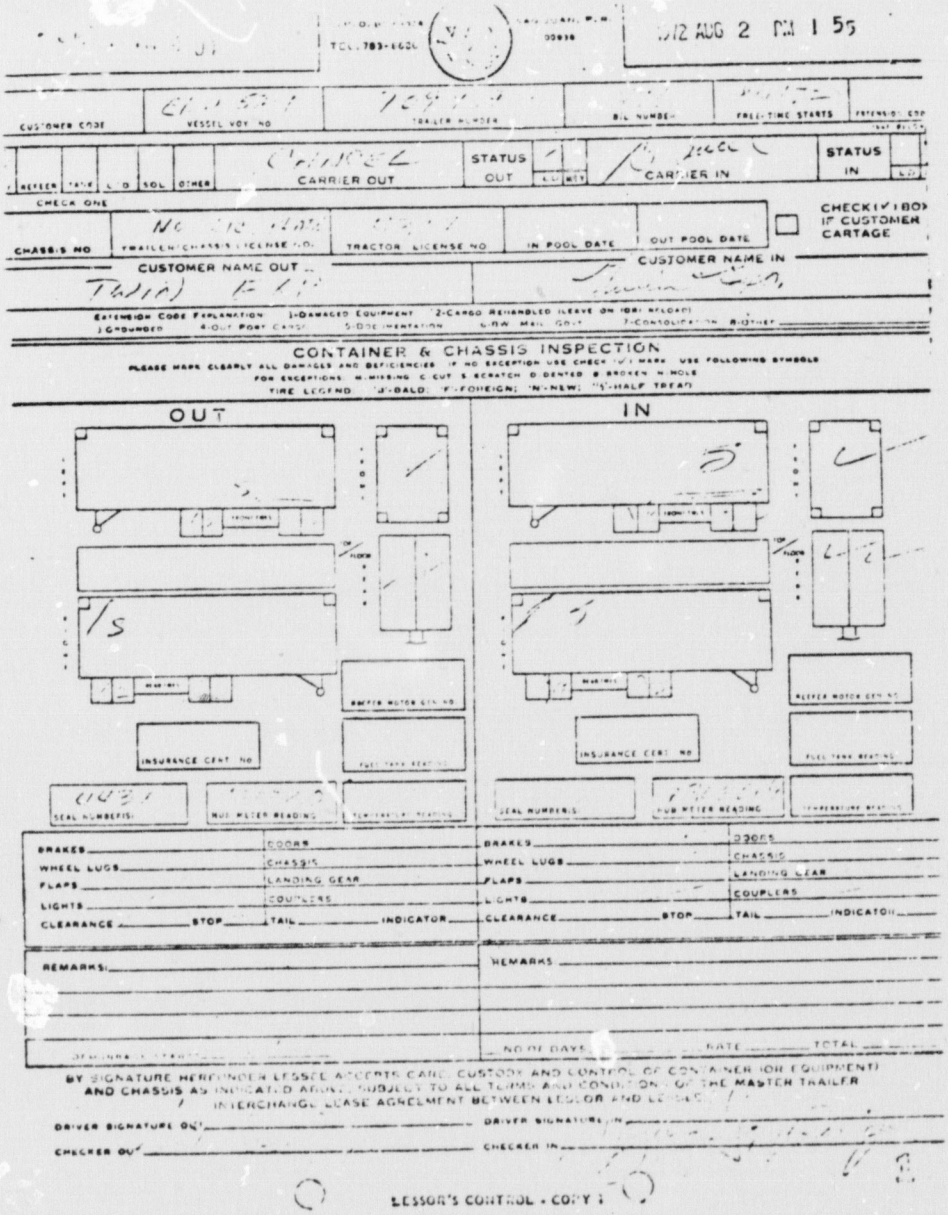
TRANSAMERICAN TRAILER TRANSPORT, INC.

BY _____ RECEIVING CLERK

DATE 7-23-72

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



2012 AUG 2 PM 1 55

CUSTOMER CODE | VESSEL VOY NO | TRAILER NUMBER | B/L NUMBER | FREE-TIME STARTS

REEFER | TANK | L.D. | SOL | OTHER | CARRIER OUT | STATUS OUT | CARRIER IN | STATUS IN

CHECK ONE

CHASSIS NO | TRAILER/CHASSIS LICENSE NO. | TRACTOR LICENSE NO. | IN POOL DATE | OUT POOL DATE | CHECK (✓) BOX IF CUSTOMER CARTAGE

CUSTOMER NAME OUT | CUSTOMER NAME IN

EXTENSION CODE EXPLANATION: 1-DAMAGED EQUIPMENT; 2-CARGO REHANDLED (LEAVE ON YOR) RELOAD; 3-GROUNDED; 4-OUT PORT CARGO; 5-DOCUMENTATION; 6-N.W. MAIL GOLF; 7-CONSOLIDATION; 8-OTHER

CONTAINER & CHASSIS INSPECTION

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. IF NO EXCEPTION USE CHECK (✓) MARK. USE FOLLOWING SYMBOLS FOR EXCEPTIONS: M-MISSING C CUT S SCRATCH D DENTED B BROKEN H HOLE

TIRE LEGEND: J-BALD; F-FOREIGN; N-NEW; T-HALF TREAD

OUT | IN

INSURANCE CERT. NO | REEFER MOTOR SER. NO | FUEL TANK READING | SEAL NUMBER(S) | HUB METER READING | TEMPERATURE READING

OUT		IN	
BRAKES	DOORS	BRAKES	DOORS
WHEEL LUGS	CHASSIS	WHEEL LUGS	CHASSIS
FLAPS	LANDING GEAR	FLAPS	LANDING GEAR
LIGHTS	COUPLERS	LIGHTS	COUPLERS
CLEARANCE	STOP TAIL INDICATOR	CLEARANCE	STOP TAIL INDICATOR

REMARKS | REMARKS

NO OF DAYS | RATE | TOTAL

BY SIGNATURE HEREUNDER LESSEE ACCEPTS CARE, CUSTODY AND CONTROL OF CONTAINER (OR EQUIPMENT) AND CHASSIS AS INDICATED ABOVE, SUBJECT TO ALL TERMS AND CONDITIONS OF THE MASTER TRAILER INTERCHANGE LEASE AGREEMENT BETWEEN LESSOR AND LESSEE.

DRIVER SIGNATURE OUT | DRIVER SIGNATURE IN

CHECKER OUT | CHECKER IN

LESSOR'S CONTROL - COPY 1

ONLY COPY AVAILABLE

682(102)

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

☐ TTT Pick-up ☐ Own Delivery ☒ Other	TTT BOOKING NO. 8321-9745
	11/2/72

BILL OF LADING
(Not negotiable unless consigned to order)

N EXPRESS, INC. 151 CHARLES ST. NEW YORK, N.Y. 10014

IN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

N EXPRESS, INC.

BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME STREET ADDRESS CITY — ☐ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VOYAGE NO	FLAG	PIER	PORT OF LOADING
[illegible]	AMERICAN	13 Stapleton, Staten Island	New York

SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
NYC-1099/72	867	FREIGHT OF ALL KINDS		23,952
-790-478				
AL-06673				

O'Connor

ORDANCE WITH RULE 6(f) OF THE CARRIER'S TARIFF CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE, OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACK PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AS $ _____ AND UNLESS SHIPPER PAYS A CHARGE OF 2% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS $ _____

ER NO. 790-478 SEAL NO 06673

AILER IS SHIPPER'S LOAD, STOW AND COUNT

AILER SAID TO CONTAIN PACKAGES AS PER CARGO HEREIN STATED

T TO CARRIERS FREIGHT TARIFF CURRENTLY IN ON FILE WITH FEDERAL MARITIME COMMISSION GTON, D.C.

TNESS WHEREOF, the Master of the said ship agent, has signed this bill of lading.

TRANSAMERICAN TRAILER TRANSPORT, INC.

DATED AT NEW YORK

OCT 11 Mo. 3 Day 72

OCEAN FREIGHT	731030	T&L	1032 52
LANDING CHARGE		T&L	54 52
LANDING CHARGE			
DOCUMENTATION CHARGE			
PICK UP			
DELIVERY			
TRANSSHIPMENT CHARGE			
OTHER (SPECIFY)			
FOR DIEM			

INSURANCE COVERAGE (SEE PARAGRAPH 13 REVERSE SIDE)
☐ HH GOODS & PERSONAL EFFECTS ALL RISK ☐ ALL RISK
☒ VEHICLE ALL RISK ☐ MARINE RISK OPA ☐ MARINE RISK NOPA

VALUE $

TOTAL FREIGHT AND CHARGES 1077 04

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

...EARING CARRIER TO STEAMER

☐ TTT Pick-up ☐ Own Delivery ☒ Other

DOCK RECEIPT # 0321 TTT BOOKING NO.

...ARDING AGENT — REFERENCES 12/9/72

DOCK RECEIPT

...A
...N EXPRESS, INC. 355 CHARLES ST. NEW YORK, N.Y. 10014

...IGNED TO
...N EXPRESS, INC. C/O BOX 4644, SAN JUAN, PUERTO RICO

...ESS ARRIVAL NOTICE TO
...N EXPRESS, INC.
...BOX 4644, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME STREET ADDRESS CITY ☐ NOT REQUIRED UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER NAME IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

...EL VOYAGE NO. FLAG AMERICAN PIER 13 Stapleton, Staten Island PORT OF LOADING New York

...OF DISCHARGE ...N, PUERTO RICO FINAL PORT DESTINATION (IF THE GOODS NOT OF THE SHIP) SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
T NYC-1990/72 ...-7204/80 ...-05373	CSP	FREIGHT OF ALL KINDS		[illegible]

...CORDANCE WITH RULE 2(d) OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $100 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AT PACK... OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AS $ _____ AND UNLESS SHIPPER PAYS A CHARGE OF 2% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS $ _____

7204-80 0321 PIER USE ONLY

...ARRIER L. A. Roy K. LICENSE # XGA-89P-...

...RAILER # 790-476 SEAL # SIDE DOOR _____ SEAL # REAR DOOR 06-673

...D SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE ...F DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

...EMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

...EMP. TO BE ...AINTAINED AT _____ SCALE WEIGHT _____

...ECKED BY R. A. [illegible] DATE 11/3/72

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREON SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

...HEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY D Scala RECEIVING CLERK

DATE 11-3-72

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

DATE 11-3-71 OLD SEAL 66673 NEW SEAL 39389

CONTAINER # 790428 VOYAGE # CUBE

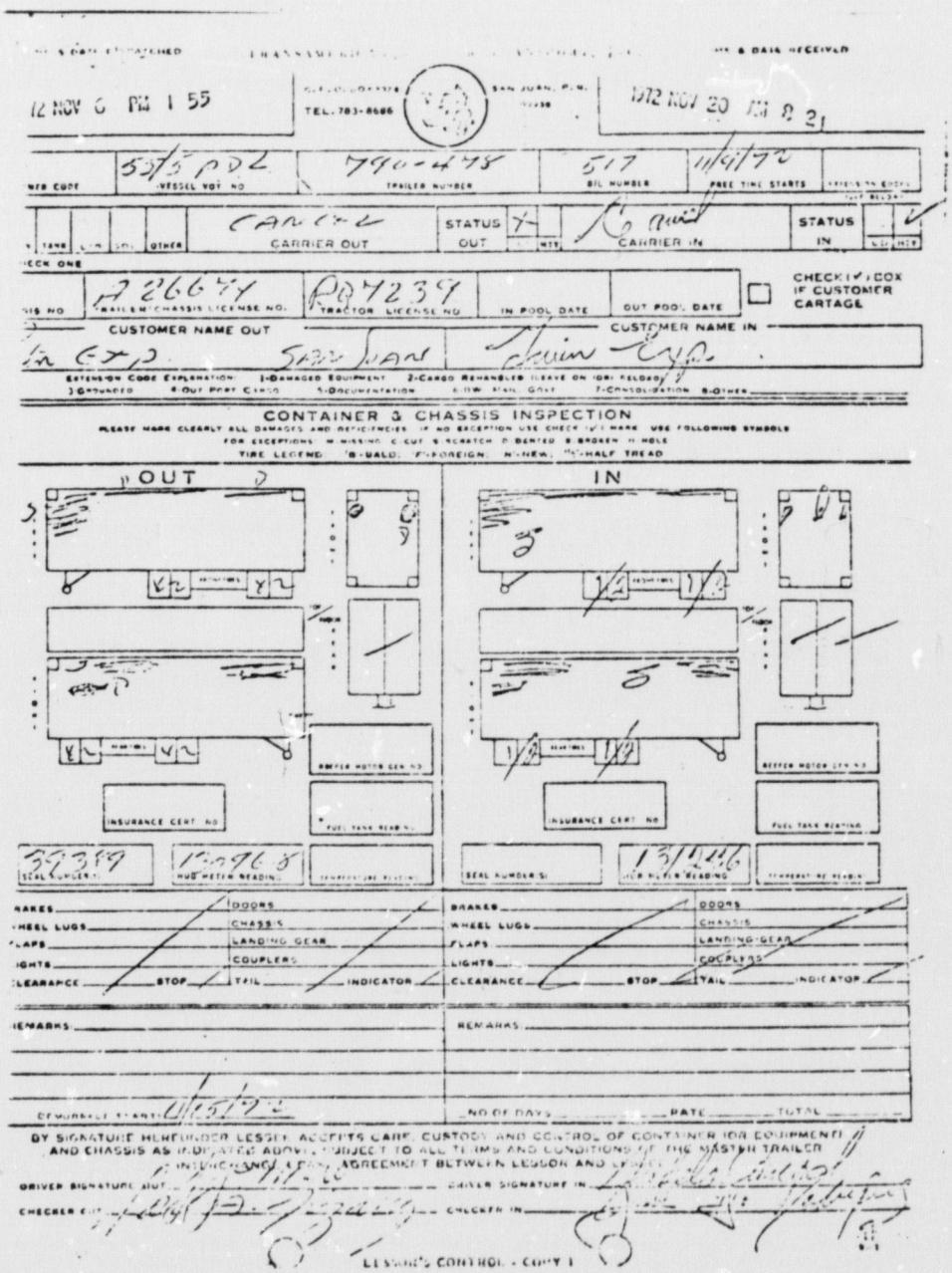
SHIP

		No Count Required.					
		Please Note Any					
		Changes, Damages & New					
		Seal Number on this Form.					
		Cargo has been Unloaded					
		& Loaded into Same Unit.					
		Checker Signature					

ONLY COPY AVAILABLE

682(105)

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



DATE & TIME DISPATCHED — TRANSFER POINT — DATE & TIME RECEIVED

12 NOV 6 PM 1 55 — TEL. 783-8686 — SAN JUAN, P.R. — 1972 NOV 20 AM 8 21

M/B CODE	VESSEL VOY NO	TRAILER NUMBER	B/L NUMBER	FREE TIME STARTS	EXTENSION CODE (SEE BELOW)
	535 PDL	790-478	517	11/6/72	

TANK	VAN	SOL	OTHER	CARRIER OUT	STATUS OUT	MTY	CARRIER IN	STATUS IN	SOL	MTY
				CARCO	7		Co Rail			✓

CHECK ONE

G/S NO	TRAILER/CHASSIS LICENSE NO.	TRACTOR LICENSE NO	IN POOL DATE	OUT POOL DATE	CHECK (✓) BOX IF CUSTOMER CARTAGE
	P 26674	PQ 7237			☐

CUSTOMER NAME OUT	CUSTOMER NAME IN
In Exp. San Juan	Sea Train Exp.

EXTENSION CODE EXPLANATION: 1-DAMAGED EQUIPMENT 2-CARGO REHANDLED (LEAVE ON IOR) RELOAD 3-GROUNDED 4-OUT PORT CARGO 5-DOCUMENTATION 6-I/W MAIL ONLY 7-CONSOLIDATION 8-OTHER

CONTAINER & CHASSIS INSPECTION

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. IF NO EXCEPTION USE CHECK (✓) MARK. USE FOLLOWING SYMBOLS FOR EXCEPTIONS: M-MISSING C-CUT S-SCRATCH D-DENTED B-BROKEN H-HOLE

TIRE LEGEND: "B"-BALD; "F"-FOREIGN; "N"-NEW; "½"-HALF TREAD

OUT	IN
REEFER MOTOR SER. NO.	REEFER MOTOR SER. NO.
INSURANCE CERT. NO.	INSURANCE CERT. NO.
FUEL TANK READING	FUEL TANK READING
SEAL NUMBER(S): 52389	SEAL NUMBER(S):
HUB METER READING: 13996 S	HUB METER READING: 13144
TEMPERATURE READING	TEMPERATURE READING

OUT		IN	
BRAKES	DOORS	BRAKES	DOORS
WHEEL LUGS	CHASSIS	WHEEL LUGS	CHASSIS
FLAPS	LANDING GEAR	FLAPS	LANDING GEAR
LIGHTS	COUPLERS	LIGHTS	COUPLERS
CLEARANCE — STOP — TAIL — INDICATOR		CLEARANCE ✓ STOP — TAIL — INDICATOR ✓	

REMARKS

DEMURRAGE START: 11-5-72

REMARKS

NO OF DAYS — RATE — TOTAL

BY SIGNATURE HEREUNDER LESSEE ACCEPTS CARE, CUSTODY AND CONTROL OF CONTAINER (OR EQUIPMENT) AND CHASSIS AS INDICATED ABOVE, SUBJECT TO ALL TERMS AND CONDITIONS OF THE MASTER TRAILER INTERCHANGE (TWIN) AGREEMENT BETWEEN LESSOR AND LESSEE.

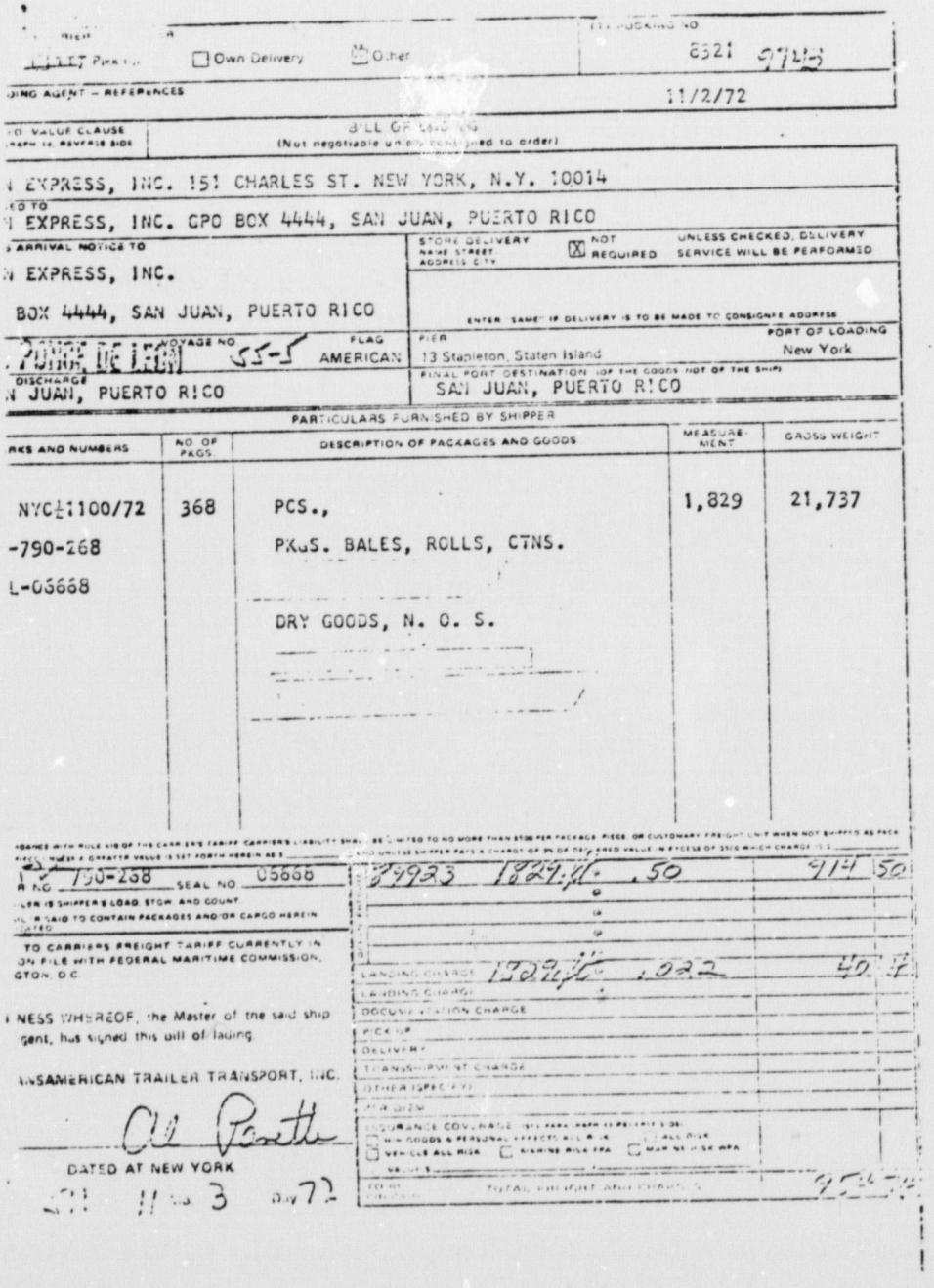
DRIVER SIGNATURE OUT — DRIVER SIGNATURE IN

CHECKER OUT — CHECKER IN

LESSEE'S CONTROL - COPY 1

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



Own Delivery Other

8321 9723

11/2/72

BILL OF LADING
(Not negotiable unless consigned to order)

EXPRESS, INC. 151 CHARLES ST. NEW YORK, N.Y. 10014

EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ARRIVAL NOTICE TO
EXPRESS, INC.
BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME STREET ADDRESS CITY — NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED
ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

PONCE DE LEON — VOYAGE NO 55-5 — FLAG AMERICAN
PIER 13 Stapleton, Staten Island
PORT OF LOADING New York
DISCHARGE JUAN, PUERTO RICO
FINAL PORT DESTINATION (OF THE GOODS NOT OF THE SHIP) SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

RKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
NYC 11100/72 -790-268 L-05668	368	PCS., PKGS. BALES, ROLLS, CTNS. DRY GOODS, N. O. S.	1,829	21,737

...ORDANCE WITH RULE 6(b) OF THE CARRIER'S TARIFF CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACK... PIECE, WHEN A GREATER VALUE IS SET FORTH HEREIN AS ... AND UNLESS SHIPPER PAYS A CHARGE OF 1% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS ...

R NO 790-268 SEAL NO 05668

...HEREIN IS SHIPPER'S LOAD, STOW AND COUNT ... IS SAID TO CONTAIN PACKAGES AND/OR CARGO HEREIN ... DATED

... TO CARRIERS FREIGHT TARIFF CURRENTLY IN ... ON FILE WITH FEDERAL MARITIME COMMISSION, ...GTON, D.C.

...NESS WHEREOF, the Master of the said ship ...gent, has signed this bill of lading

...NSAMERICAN TRAILER TRANSPORT, INC.

Al Postle

DATED AT NEW YORK
... 11 ... 3 ... 72

	9923 1824.4 .50	912 50
LANDING CHARGE	1824.4 .022	40 14
LANDING CHARGE		
DOCUMENTATION CHARGE		
PICK UP		
DELIVERY		
TRANSSHIPMENT CHARGE		
OTHER (SPECIFY)		
FOR SIZE		
INSURANCE COVERAGE ... PARA. (PARA 12 PERMITS $ 25) ... ON GOODS & PERSONAL EFFECTS ALL RISK ... ALL RISK ... VEHICLE ALL RISK ... WARRING RISK FPA ... WAR RISK WPA		
TOTAL FREIGHT AND CHARGES		952 64

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

...ING CARRIER ☐ STEAMER | DOCK RECEIPT # | TTT BOOKING NO.

☐ TTT Pick-up ☐ Own Delivery ☒ Other

...ARDING AGENT — REFERENCES

DOCK RECEIPT

...GNED TO

...ESS ARRIVAL NOTICE TO

STORE DELIVERY NAME STREET ADDRESS CITY ☐ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

...AL | VOYAGE NO. | FLAG: AMERICAN | PIER: 13 Stapleton, Staten Island | PORT OF LOADING: New York

...OF DISCHARGE | FINAL PORT DESTINATION (OF THE GOODS, NOT OF THE SHIP)

PARTICULARS FURNISHED BY SHIPPER

...ARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
...NTTU[illegible]172	350	[illegible]	[illegible]	[illegible]
		PKGS. BOXES, ROLLS, CTNS.		
		[illegible]		
		[illegible]		
		[illegible]		
		SUBJECT TO NOTE [illegible]		

...ORDANCE WITH RULE XIII OF THIS CARRIER'S TARIFF CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 FOR PACKAGE, PIECE, OR CUSTOMARY FREIGHT UNIT WHICH NOT EXCEED A... PER ...PIECES UNLESS A GREATER VALUE IS SET FORTH HEREIN $ _____ AND UNLESS SHIPPER PAYS A CHARGE OF 2% OF DECLARED VALUE IN EXCESS OF $100, WHICH CHARGE IS _____

...OCKET FOR PIER USE ONLY

...RRIER Leroy IC LICENSE # XB4990 NY

Peter SEAL # SIDE DOOR _____

...AILER # 790268 SEAL # REAR DOOR 01665

...SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

...AP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

...AP. TO BE INTENDED AT _____ SCALE WEIGHT _____

...SED _____ DATE 11-3-72

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREON SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR AGENT, TRAILERS ARE RECEIVED SUBJECT SHIPPERS LOAD STOW AND COUNT.

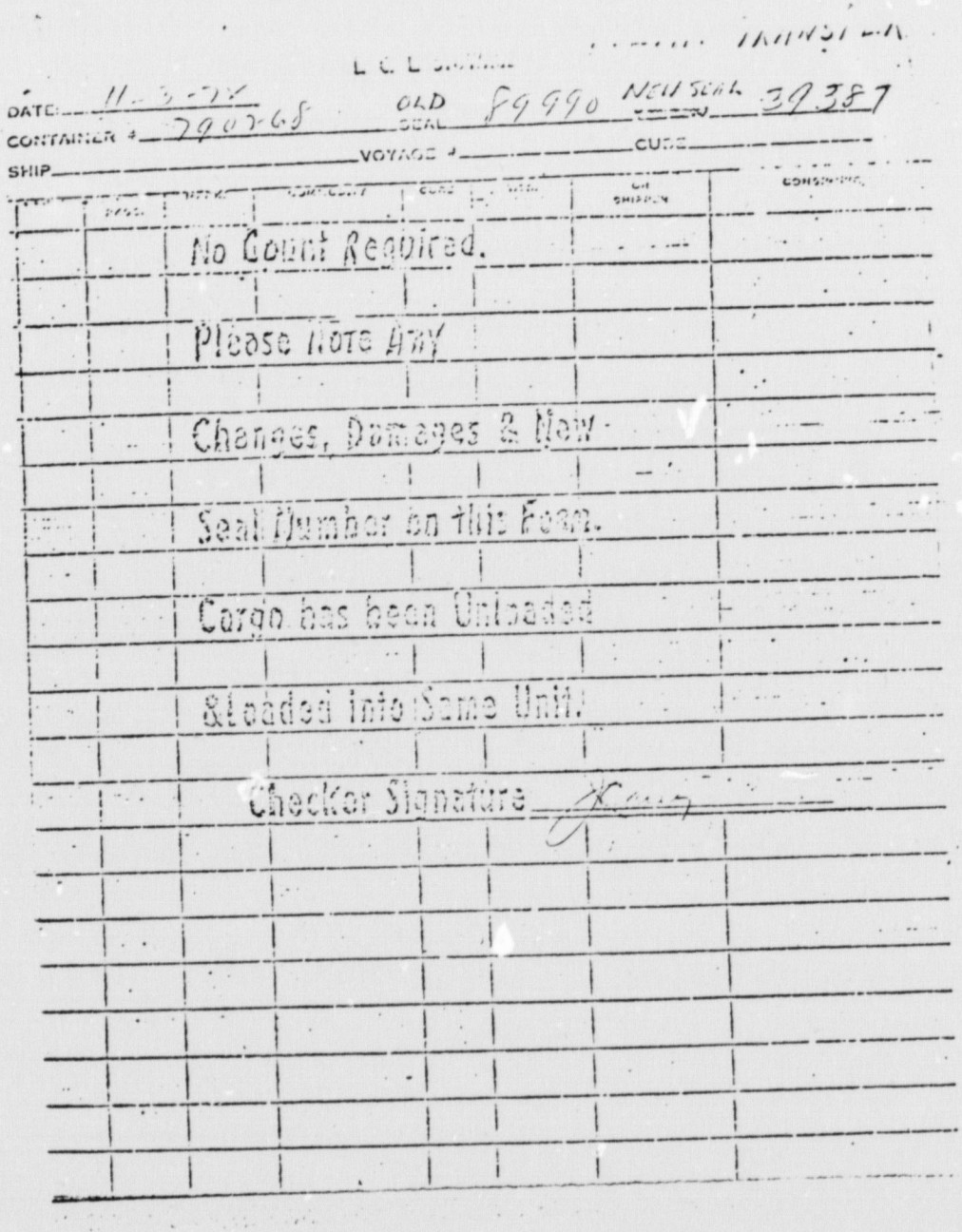
TRANSAMERICAN TRAILER TRANSPORT

BY _____ RECEIVING CLERK

DATE 11-3-72

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



DATE 11-3-71 OLD SEAL 89990 NEW SEAL 39387

CONTAINER # 290768 VOYAGE # CUBE

SHIP

No Count Required.

Please Note Any

Changes, Damages & New

Seal Number on this Pack.

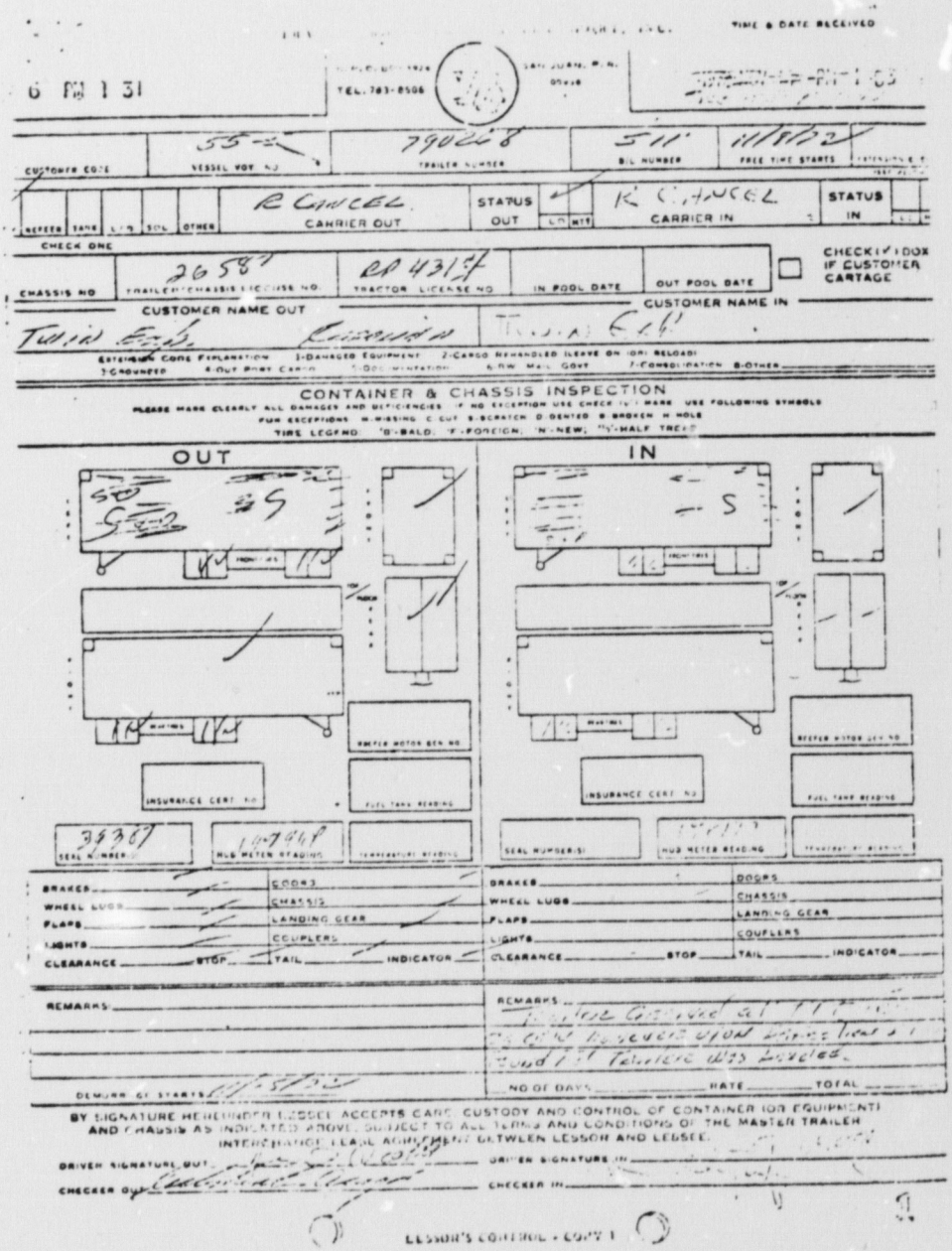
Cargo has been Unloaded

& Loaded into Same Unit.

Checker Signature

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



TIME & DATE RECEIVED

6 FEB 1 31

TEL. 783-8506

CUSTOMER CODE | VESSEL VOY NO | TRAILER NUMBER | B/L NUMBER | FREE TIME STARTS

55-2 | 790268 | 511 | 11/8/82

REEFER | TANK | L/S | SOL | OTHER | CARRIER OUT | STATUS OUT | CARRIER IN | STATUS IN

R CANCEL | R CANCEL

CHECK ONE

CHASSIS NO | TRAILER/CHASSIS LICENSE NO | TRACTOR LICENSE NO | IN POOL DATE | OUT POOL DATE | CHECK IF CUSTOMER CARTAGE

26587 | RP 4317

CUSTOMER NAME OUT | CUSTOMER NAME IN

Twin Exp. Common | Twin Exp.

Exception Code Explanation: 1-Damaged Equipment 2-Cargo Remanded (Leave On Iori Reload) 3-Grounded 4-Out Past Cargo 5-Dot Mutilation 6-RW Mail Govt 7-Consolidation 8-Other

CONTAINER & CHASSIS INSPECTION

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. IF NO EXCEPTION USE CHECK (✓) MARK. USE FOLLOWING SYMBOLS FOR EXCEPTIONS: M-MISSING, C-CUT, S-SCRATCH, D-DENTED, B-BROKEN, H-HOLE

TIRE LEGEND: "B"-BALD, "F"-FOREIGN, "N"-NEW, "½"-HALF TREAD

OUT

IN

INSURANCE CERT. NO | FUEL TANK READING

INSURANCE CERT. NO | FUEL TANK READING

SEAL NUMBER(S) 38367 | HUB METER READING 107969 | TEMPERATURE READING

SEAL NUMBER(S) | HUB METER READING | TEMPERATURE READING

BRAKES | DOORS
WHEEL LUGS | CHASSIS
FLAPS | LANDING GEAR
LIGHTS | COUPLERS
CLEARANCE | STOP | TAIL | INDICATOR

BRAKES | DOORS
WHEEL LUGS | CHASSIS
FLAPS | LANDING GEAR
LIGHTS | COUPLERS
CLEARANCE | STOP | TAIL | INDICATOR

REMARKS

REMARKS: Trailer Cleared at [illegible] Gate. Reserved upon inspection at Port. Trailer was Loaded.

DEMURR GE STARTS 11-5-82

NO OF DAYS | RATE | TOTAL

BY SIGNATURE HEREUNDER LESSEE ACCEPTS CARE, CUSTODY AND CONTROL OF CONTAINER (OR EQUIPMENT) AND / HASSIS AS INDICATED ABOVE, SUBJECT TO ALL TERMS AND CONDITIONS OF THE MASTER TRAILER INTERCHANGE LEASE AGREEMENT BETWEEN LESSOR AND LESSEE.

DRIVER SIGNATURE OUT | DRIVER SIGNATURE IN

CHECKER OUT | CHECKER IN

LESSOR'S CONTROL - COPY 1

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT, INC.

DELIVERING CARRIER TO STEAMER: ☐ TTT Pick-up ☐ Own Delivery ☐ Other

TTT BOOKING NO. 8490

FORWARDING AGENT – REFERENCES

3/26/73

RELEASED: VALUE NOT TO EXCEED $ PER PARAGRAPH 14 REVERSE SIDE

BILL OF LADING
(Not negotiable unless consigned to order)

SHIPPER
TWIN EXPRESS, INC. 151 CHARLES ST. NEW YORK, N.Y. 10014

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY (NAME, STREET, ADDRESS, CITY) ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER NAME IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL: S.S. PONCE DE LEON — VOYAGE NO: 60-7 — FLAG: AMERICAN

PIER: 13 Stapleton, Staten Island — PORT OF LOADING: New York

PORT OF DISCHARGE: SAN JUAN, PUERTO RICO

FINAL PORT-DESTINATION OF THE GOODS (NOT OF THE SHIP): SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC-354 ~~TRL-271-695~~ ~~SEAL-98160~~	482	PCS., PKGS., BALES, ROLLS, CTNS. DRY GOODS, N. O. S.	1,729	26,488

IN ACCEPTANCE WITH RULE 6 OF THE RULES TARIFF CARRIER'S LIABILITY SHALL BE LIMITED TO $500 PER TRAILER, PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT UNLESS NOT SHIPPED AS PACKAGED OR IN PIECE UNITS. SEE TARIFF FOR FURTHER LIMITS.

TRAILER NO. ~~TRL-271-695~~ 4032 — SEAL NO. ~~98160~~ 4845

☐ TRAILER IS SHIPPER'S LOAD, STOW AND COUNT
☐ TRAILER SAID TO CONTAIN PACKAGES AND/OR CARGO HEREIN

8992300	1729	50	864 50
5.3% Surcharge	1729	.03	51 87
	1729	.022	38 04

SUBJECT TO CARRIER'S FREIGHT TARIFF CURRENTLY IN EFFECT IN FILE WITH FEDERAL MARITIME COMMISSION

IN WITNESS WHEREOF the Master of the said ship by his agent has signed this bill of lading

TRANSAMERICAN TRAILER TRANSPORT, INC.

By C.H. Paetto

DATED AT NEW YORK

MAR 26 1973

TOTAL FREIGHT AND CHARGES 954 41

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT, INC.

DELIVERING CARRIER TO STEAMER
☐ TTT Pick-up ☐ Own Delivery ☐ Other

DOCK RECEIPT NO. 8690

TTT BOOKING NO. -

FORWARDING AGENT - REFERENCES

3/26/73

DOCK RECEIPT

SHIPPER
TWIN EXPRESS, INC. 151 CHARLES ST. NEW YORK, N.Y. 10014

CONSIGNED TO
TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY (AND STREET ADDRESS, CITY) ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "BANK" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL Hull 267 VOYAGE 60-1 FLAG AMERICAN
PIER 13 Stapleton, Staten Island
PORT OF LOADING New York
PORT OF DISCHARGE SAN JUAN, PUERTO RICO
FINAL PORT OF DESTINATION OF THE GOODS OUT OF THE SHIP SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC-354 TRL-271-695 SEAL-08490	482	PCS., PKGS., BALES, ROLLS, CTNS. ITEM # 25623 DRY GOODS, N. O. S. VALUE $ 39,090.00 SUBJECT TO NOTE 3 (C)	1,729	26,488

3/27/73
8:55 AM

IN ACCORDANCE WITH RULE 10 OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NOT MORE THAN $50 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACKAGED BY PIER UNLESS A GREATER VALUE IS SET FORTH HEREIN AS $_____ AND UNLESS SHIPPER PAYS A CHARGE OF 1% OF DECLARED VALUE IN EXCESS OF $100 WHICH CHARGE IS $_____

FOR PIER USE ONLY

CARRIER _____ LICENSE # _____

TRAILER # _____ SEAL # SIDE DOOR _____

SEAL # REAR DOOR _____

NO SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____

CHECKED _____ DATE _____

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREON SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY _____
RECEIVING CLERK

3/27/73

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

CONTAINER T-4052 SEAL 48453 WEIGHT 21,488

SHIP _____ VOYAGE _____ CUBE _____

#	DWG	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WT.	SHIPPER	EX TRAILER # AND SEAL #
	8690	482	V/107	DRY Cond.		21,488	TWIN	EX Trl 271695 XTR2 Seal No# 08490
			PALLETS					
			(15) ##111 = 450					
			(32) 1	32 / 482				
				482	Pcs			

R. Cliff 3

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT, INC.

TTT Pick-up — Own Delivery — Other

DOCK RECEIPT

[illegible] PUERTO RICO

[illegible]

SAN EXPRESS, INC.

SPO BOX 4444, SAN JUAN, PUERTO RICO

VESSEL — VOYAGE NO — FLAG: AMERICAN

PIER: 13 Stapleton, Staten Island

PORT OF LOADING: New York

PORT OF DISCHARGE: SAN JUAN, PUERTO RICO

PLACE OF RECEIPT: SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
OT NYC-354 RL-271-305 CAL-00400	402	PCS., PKGS., CALLS, ROLLS, CTNS. ITEM # 25383 ORY GOODS, N. O. S. VALUE $ 30,000.00 SUBJECT TO NOTE 3 (C)	1,720	25,403

4/2/13-STA,FED-T-4082-N/S-45453 - 482

FOR PIER USE ONLY

CARRIER — LICENSE —

SEAL - SIDE DOOR —

TRAILER — SEAL - REAR DOOR —

SEAL ON ARRIVAL TTT SEAL — AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOWAGE OR COUNT.

TEMP. ON ARRIVAL — TEMP. SETTING ON ARRIVAL —

TEMP. TO BE MAINTAINED AT — SCALE WEIGHT —

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT AS STATED BY THE SHIPPER HEREIN, SUBJECT TO ALL THE TERMS OF THE BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED UPON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT, THEY ARE RECEIVED SUBJECT TO SHIPPERS LOAD, STOW AND COUNT

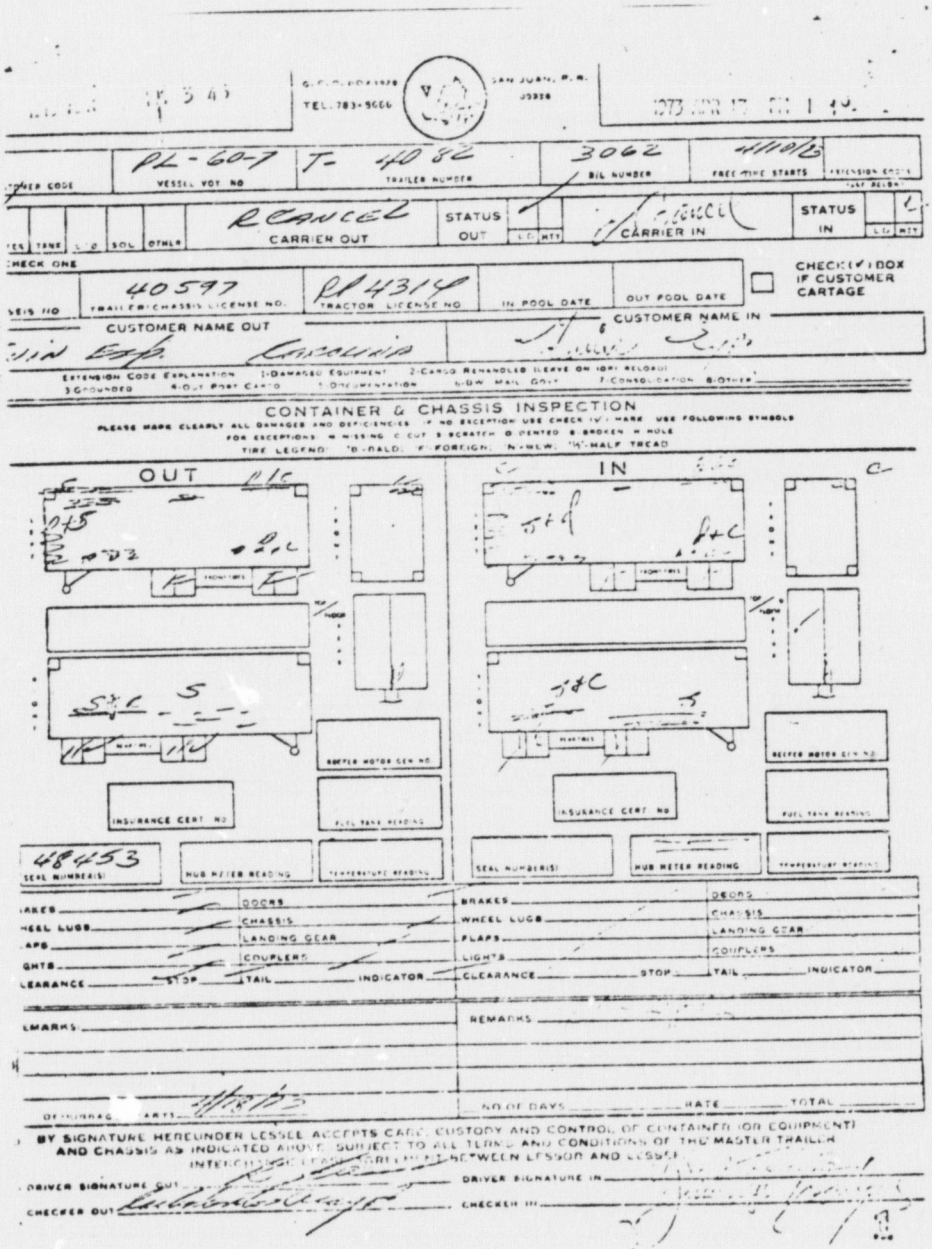
TRANSAMERICAN TRAILER TRANSPORT, INC.

BY —

ONLY COPY AVAILABLE

682(114)

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT, INC.

DELIVERING CARRIER TO STEAMER: ☐ TTT Pick-up ☐ Own Delivery ☐ Other

TTT BOOKING NO. 8764

FORWARDING AGENT – REFERENCES 3/27/73

RELEASED VALUE CLAUSE SEE PARAGRAPH 11 REVERSE SIDE

BILL OF LADING
(Not negotiable unless consigned to order)

SHIPPER
TWIN EXPRESS, INC. 151 CHARLES ST. NEW YORK, N.Y. 10014

CONSIGNED TO
TWIN EXPRESS, INC GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO
TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY NAME-STREET-ADDRESS-CITY ☒ NOT REQUIRED UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER TRANSFER IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL S. S. PONCE DE LEON VOYAGE NO 607 FLAG AMERICAN

PIER 13 Stapleton, Staten Island PORT OF LOADING New York

PORT OF DISCHARGE SAN JUAN, PUERTO RICO

FINAL PORT-DESTINATION (IF THE GOODS NOT OF THE SHIP) SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC-361/73 TRL-~~239 EOK 954~~ ~~SEAL-OCL83~~	503	FREIGHT OF ALL KINDS		29,996

~~5664~~

TRAILER NO 2~~3~~4 SEAL NO 48466

☑ THE GOODS SHIPPED IN GOOD ORDER AND CONDITION

☑ THE SAME TO BE DELIVERED IN LIKE GOOD ORDER AND CONDITION

SUBJECT TO THE TARIFFS AND RULES CURRENTLY IN EFFECT IN CONFORMITY WITH FEDERAL MARITIME COMMISSION REGULATIONS

IN WITNESS WHEREOF the Master of the said ship or his agent has signed this bill of lading

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY Al Panetta

DATED AT NEW YORK

9310030	Trl	1038	40
5.2% Surcharge		54	00
	Trl	39	00
LANDING CHARGE			
LANDING CHARGE			
DOCUMENTATION CHARGE			
PICK UP			
DELIVERY			
TRANSFER FROM PIER CHARGE			
OTHER (SPECIFY)			
PER DIEM			
INSURANCE COVERAGE (SEE PARAGRAPH 11 REVERSE SIDE) ☐ ON GOODS ☐ PERSONAL EFFECTS ☐ ALL RISK ☐ SPECIFIED ALL RISK ☐ MARINE ☐ WAR ☐ MARINE & WAR VALUE $			
TOTAL		1131	40

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT, INC.

ALL MARKS PLACE STATEN ISLAND, NEW YORK 10301
TELEPHONE (212) 447-2500 CABLE TRANSTRPT

DELIVERING CARRIER TO STEAMER: ☐ TTT Pick-up ☐ Own Delivery ☐ Other

DOCK 8764 | TTT BOOKING NO.

FORWARDING AGENT - REFERENCES | DATE 3/27/73

DOCK RECEIPT

SHIPPER: TWIN EXPRESS, INC. 151 CHARLES ST. NEW YORK, N.Y. 10014

CONSIGNED TO: TWIN EXPRESS, INC GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO: TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

STORE DELIVERY (NAME-STREET-ADDRESS-CITY) ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL [illegible] VOYAGE NO. 60-1 FLAG AMERICAN

PIER 13 Stapleton, Staten Island

PORT OF LOADING New York

PORT OF DISCHARGE SAN JUAN, PUERTO RICO

FINAL PORT-DESTINATION (IF THE GOODS NOT OF THE SHIP) SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
LOT NYC-361/73 TRL-290 BOX 954 SEAL-08483	503	FREIGHT OF ALL KINDS		29,995

1973 MAR 27 PM 3 41

IN ACCORDANCE WITH RULE 10 OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NOT MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS PACKAGE OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AT $ _____ AND UNLESS SHIPPER PAYS A CHARGE OF $1.00 PER $100 OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS $ _____

FOR PIER USE ONLY

CARRIER Le-Roy-K LICENSE # 20421 Q NY

TRAILER # 290154 SEAL # SIDE DOOR 08483

SEAL # REAR DOOR _____

NO SEAL ON ARRIVAL. TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____

CHECKER [signature] DATE 3-27-73

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREON SUBJECT TO ALL THE TERMS OF THE REGULAR PIER OR PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY [signature] CHECKING CLERK

DATE 3/27/73

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

DATE [illegible] VOY. [illegible] WEIGHT 29996

CONTAINER # [illegible] SEAL # 18464

SHIP [illegible] VOYAGE # [illegible] CODE [illegible]

C/A	DIV #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS:	SHIPPER	EX TRAILER: AND SEAL #'S:
	87-1	503	TWIN	FAK		29996	TWIN	CONT # 290-954 OLD SEAL # 08483
		1=180						
		THRU 3 =	(503)					
				4/3/73				
				[illegible]				

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".

TRANSAMERICAN TRAILER TRANSPORT, INC.

TTT Pickup Own Delivery Other

DOCK RECEIPT

TWIN EXPRESS, INC. 121 SHIPYARD CT. NEW YORK, N.Y. 10314

TWIN EXPRESS, INC GPO BOX 4444, SAN JUAN, PUERTO RICO

TWIN EXPRESS, INC.

GPO BOX 4444, SAN JUAN, PUERTO RICO

☒ REQUIRED — UNLESS CHECKED DELIVERY SERVICE WILL BE PERFORMED

VESSEL VOYAGE NO. FLAG: AMERICAN

PIER: 13 Stapleton, Staten Island PORT OF LOAD: New York

FOR DISCHARGE: SAN JUAN, PUERTO RICO FINAL PORT (IF NOT ON OR THE SAME AS THE SHIP): SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
ST NYC-381/73 TL-2304[illegible] 954 SAL-03403 1973 APR 27 PM 3 44	503	FREIGHT OF ALL KINDS 4/3/73 - STUFFED - 4064 - N/S - 48466 - 503		29,996

FOR P.A.R. USE ONLY

CARRIER: 16-204-K LICENSE #: 2-4321-4

TRAILER #: NYC2 210954 SEAL # SIDE DOOR: 68484 SEAL # REAR DOOR:

SEAL ON ARRIVAL TTT SEAL _____ AFFIXED IN PRESENCE OF DRIVER. TTT IS NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. SETTING ON ARRIVAL _____

HP. ON ARRIVAL _____

HP. TO BE MAINTAINED [illegible]

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT AS CONSIGNED BY THE SHIPPER SUBJECT TO ALL THE TERMS OF THE BILL OF LADING OF THE CARRIER. COPY OF RECEIPT AND BILL OF LADING OF THE CARRIER CONTAINING SUCH TERMS MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

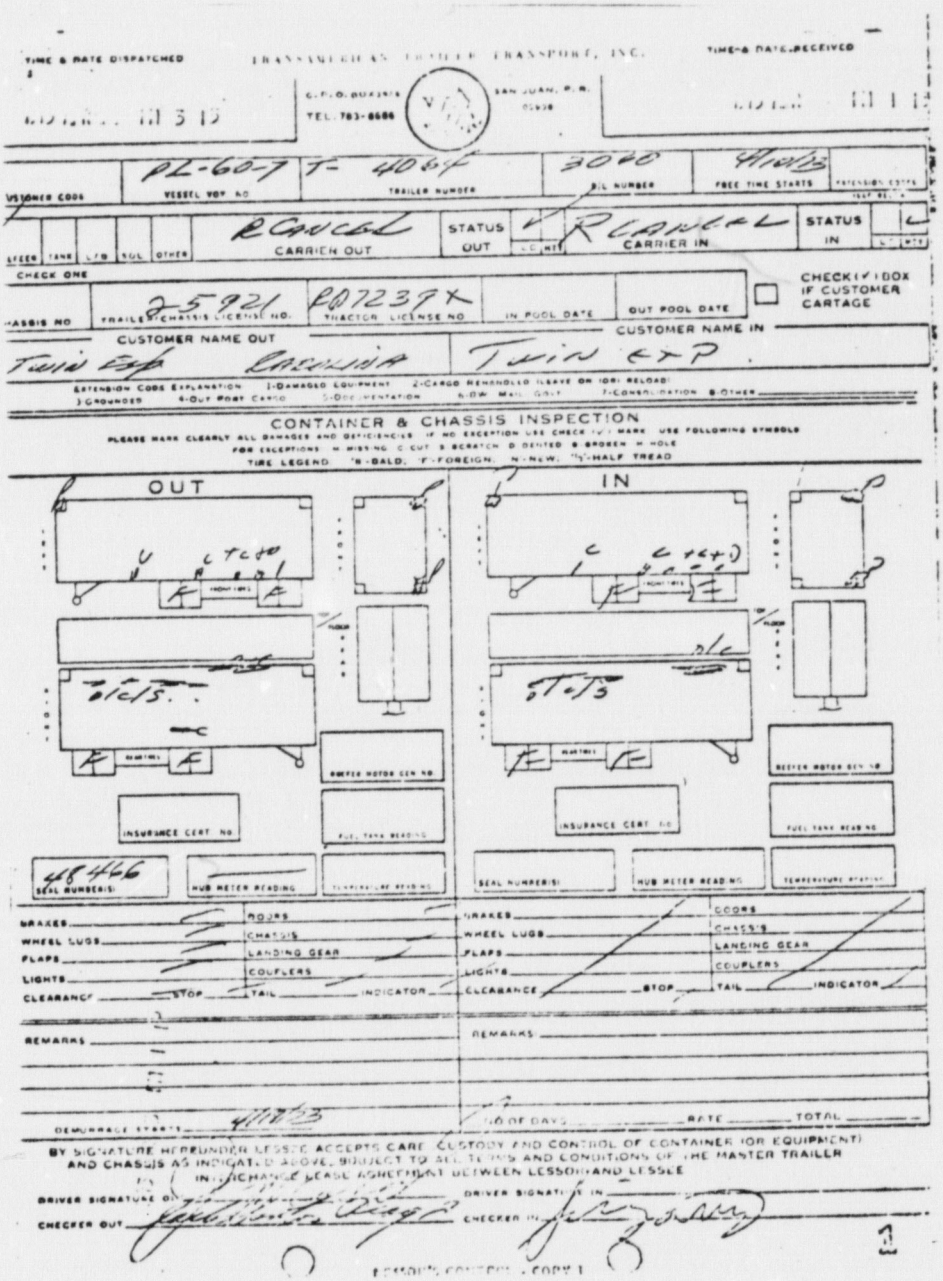
ABOVE TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT. TRAILERS ARE ALSO LOADED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY _____

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-4".



TIME & DATE DISPATCHED — TRANSAMERICAN TRAILER TRANSPORT, INC. — TIME & DATE RECEIVED

P.O. BOX 3918 SAN JUAN, P.R. 00936 TEL. 783-8686

VESSEL CODE | VESSEL VOY NO | TRAILER NUMBER | B/L NUMBER | FREE TIME STARTS | EXTENSION CODE

PZ-60-7 | T-406F | 3040 | 4/16/73

SPEED | TANK | L/B | SUL | OTHER | CARRIER OUT | STATUS OUT | CARRIER IN | STATUS IN

RCAHCAL | RCAHCAL

CHECK ONE

CHASSIS NO | TRAILER/CHASSIS LICENSE NO. | TRACTOR LICENSE NO | IN POOL DATE | OUT POOL DATE | ☐ CHECK (✓) BOX IF CUSTOMER CARTAGE

25921 | PQ7239X

CUSTOMER NAME OUT | CUSTOMER NAME IN

Twin Exp | CAROLINA | TWIN EXP

EXTENSION CODE EXPLANATION 1-DAMAGED EQUIPMENT 2-CARGO REMAINED (LEAVE ON IDR) RELOAD 3-GROUNDED 4-OUT PORT CARGO 5-DOCUMENTATION 6-B/W MAIL ONLY 7-CONSOLIDATION 8-OTHER

CONTAINER & CHASSIS INSPECTION

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES IF NO EXCEPTION USE CHECK (✓) MARK USE FOLLOWING SYMBOLS FOR EXCEPTIONS M-MISSING C-CUT S-SCRATCH D-DENTED B-BROKEN H-HOLE

TIRE LEGEND "B"-BALD, "F"-FOREIGN, "N"-NEW, "½"-HALF TREAD

OUT

INSURANCE CERT. NO | REEFER MOTOR GEN NO | FUEL TANK READING

48446 | HUB METER READING | TEMPERATURE READING

SEAL NUMBER(S)

BRAKES | DOORS
WHEEL LUGS | CHASSIS
FLAPS | LANDING GEAR
LIGHTS | COUPLERS
CLEARANCE STOP TAIL INDICATOR

REMARKS

DEMURRAGE STARTS 4/17/73

IN

INSURANCE CERT. NO | REEFER MOTOR GEN NO | FUEL TANK READING

SEAL NUMBER(S) | HUB METER READING | TEMPERATURE READING

BRAKES | DOORS
WHEEL LUGS | CHASSIS
FLAPS | LANDING GEAR
LIGHTS | COUPLERS
CLEARANCE STOP TAIL INDICATOR

REMARKS

NO. OF DAYS RATE TOTAL

BY SIGNATURE HEREUNDER LESSEE ACCEPTS CARE, CUSTODY AND CONTROL OF CONTAINER (OR EQUIPMENT) AND CHASSIS AS INDICATED ABOVE, SUBJECT TO ALL TERMS AND CONDITIONS OF THE MASTER TRAILER INTERCHANGE LEASE AGREEMENT BETWEEN LESSOR AND LESSEE

DRIVER SIGNATURE OUT | DRIVER SIGNATURE IN

CHECKER OUT | CHECKER IN

REMAIN CONTROL - COPY 1

ONLY COPY AVAILABLE

682(120)

Petitioner's (Twin) Exhibit "P(TW)-5".

Petitioners Exhibit 4 comprised of Bills of Lading, Dock Receipts, Stripping Tallies and Trader Interchange Reports for the following voyages - Sept. 18, 1970, 29-7, Ponce DeLeon (PDL); Sept. 17, 1971 - 41-13 PDL; Dec. 10, 1971 - 44-9-ERH; Feb. 20, 1972 46-13, ERH; July 28, 1973, 52-1 ERH; Nov. 1972 55-5, PDL; April 6, 1973, 60-7 PDL

Voyage of Sept. 18, 1970 - 29 - 7 - PDL - Transfer Interchange Report

Bill of Lading	Dock Receipt	Stripping Talley - (ILA - Checker)	TIR
TN - 790-610 SN - 23-144	790-610 23-144	790-610 22-904	790-610 23-144
TN - 790346 SN - 23-145	790346 23-145	790346 27912	790346 23145
TN - 790451 SN-23146	790451 23146	790451 27906	790451 23146
TN	790171 23118	790171 27902	790171 23118

~~NYS - Tabby Shed State.~~
~~Discharge and Reload~~
~~[redacted]~~

682(121)

Petitioner's (Twin) Exhibit "P(TW)-5".

ONLY COPY AVAILABLE

Voyage of Sept. 17, 1971 - 41-13 PDL

Bill of Lading	Dock Receipt	Stripping Talley -	TIR
[illegible] - 204-942 [illegible] - 21372-71	204 942 21372-71	204 942 27710	204 942 21371-72
[illegible] - 790-100 [illegible] - 1100	790 100 1100	790 100 27725	790 100 1100
[illegible] - 790-466 [illegible] - 1073	790-466 1073	790-466 27737	790-466 1073
[illegible] - 790-315 [illegible] - 4003	790-315 4003	790-315 27736	790-315 4003
[illegible] - 790-105 [illegible] - 4002	790-105 4002	790-105 27733	790-105 4002
[illegible] - 790-607 [illegible] - 1091	790-607 1091	790-607 27721	790-607 1091
[illegible] - 271-629 [illegible] - 35708	271-629 35708	271-629 27721	271-629 35708
[illegible] - 790552 [illegible] - 1098	790552 1098	790552 277,720	790552 1098
[illegible] - 790655 [illegible] - 1020	790655 1020	790655 27702	790655 1020
[illegible] - 790-505 [illegible] - 1023 [illegible] - 203336 [illegible] - 1082 [illegible] [illegible] [illegible] [illegible]	790-505 1023 203336 1082 790043 1033 1014-1077	790-505 27716 203336 27715 790043 27701 27725	790-550 1023 203336 1082 790043 1033 1014-1077

Petitioner's (Twin) Exhibit "P(TW)-5".

Voyage of Dec. 10, 1971 - 449 - EKH

Bill of Lading	Dock Receipt	Stripping Talley	TIR
CN - 205042 NS - 275-276	205042 275-276	205042 22117	205042 275-276
CN - 737 SN - 25980-981	737 25980-981	737 22198	737 25980-981
CN - 209338 SN - 285-286	209338 285-286	209338 22154	209338 285-286
CN - 292686 SN - 267-268	292686 267-268	292686 22130	292686 267-268
CN - 294333 SN - 259-260	294333 259-260	294333 22123	294333 259-
CN - 703955 SN- 249-250	703955 249-250	703955 249-250	703955 22131
CN - 701-036 SN - 4049-50	701-086 4049-50	701-086 22143	701-086 4050
CN - 790459 SN - 4042	790459 4042	790459 22127	790459 4042
CN - 790-086 SN - 4036	790-086 4036	790-086 22114	790-086 4036
CN - 790-104 SN - 4034	790-104 4034	790-104 22125	790-104 4034
CN - 790-166 SN - 4037	790166 4037	790166 22150	790166 4037
CN - 706752 SN - 265-266	706752 265-266	706752 22121	706752 265-266
CN - 709-796 SN - 4047-48	709796 4047-48	709796 22146	709796 4047-48
CN - 709609 SN - 4038	709609 4038	709609 22178	709609 4038
CN - 790-490 SN - 4043	790490 4043	790490 22122	790490 4043
CN - 790-602 SN - 4040	790-602 4040	790-602 22129	790-602 4040
CN - 790-940 SN - 4045	790-940 4045	790-940 22126	790-940 4045
CN - 618 SN - 25978-79		618 22197	618 25978-79

Petitioner's (Twin) Exhibit "P(TW)-5".

Voyage of February 20, 1972 - 46 - 13 EKH

Bill of Lading	Dock Receipt	Stripping Talley	TIR
TN - 705-569 SN - 4084	705-569 4084	705-569 8525	705-569 4084
TN - 790-196 SN - 4079	790-196 4079	790-196 26079	790-196 4079
TN - 205-267 SN - 4070	205-267 4070	205-267 9095	205-267 4070
TN - 205642 SN - 26780/81/83/84	205542 26780/81/83/84	205542 8409	205542 26780/81/83
TN - 208-940 SN - 4082	208940 4082	208940 8383	208940
TN - 275-446 SN- 4081	275446 4081	275446 8429	275446 4081
TN - 790-396 SN - 4073 TN - 790952 SN - 4076	790396 4073 790952 4076	790396 32101 790952 9789	790396 4073 790952 4076
TN - 790-337 SN - 4077	790337 4077	790337 23241	790337 4077
TN - 790 603 SN - 4074	790603	790603	
TN - 701301 SN - 4087	701301 4087		701301 4087

Petitioner's (Twin) Exhibit "P(TW)-5".

Voyage of July 28, 1972 - 52 - 1 - EKH

Bill of Lading	Dock Receipt	Stripping Talley	TIR
TW - 709-969 SW - 4431	709 969 4431		709 969 4431
TW - 709 494 SW - 4439	709 494 4439		790 494 4439
TW - SW -			790-148 4420

Petitioner's (Twin) Exhibit "P(TW)-5".

Voyage of Nov. 1972 - 55 - 5 PDL

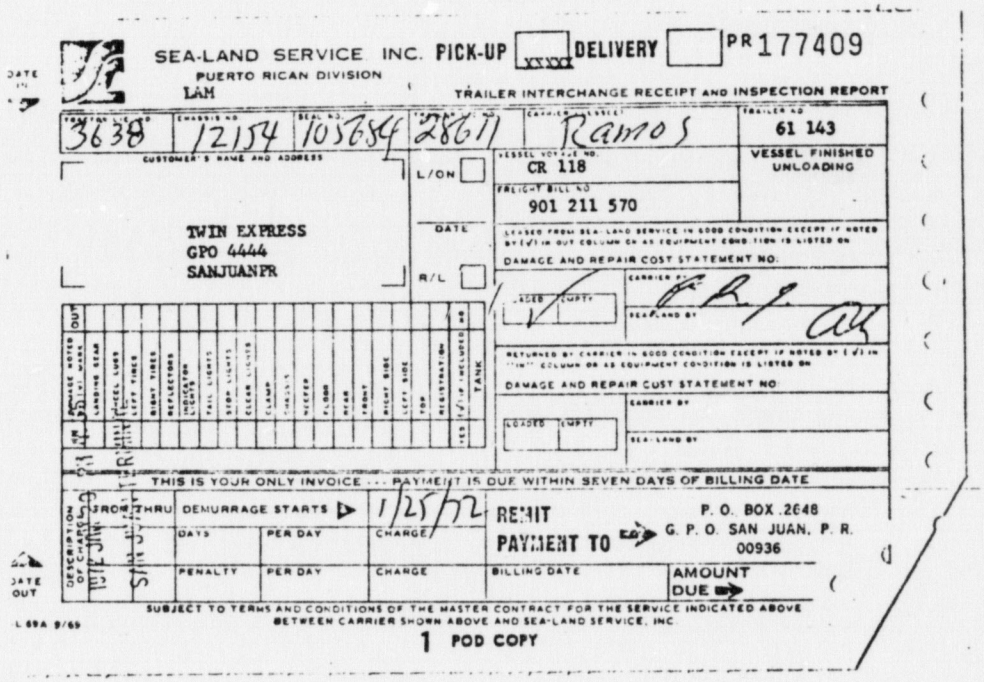
Bill of Lading	Dock Receipt	Stripping Talley	TIR
TN - 790413 SN - 06693	790413 06693	790413 39363	790413 39363
TN - S 682 SN - 06678	S 682 06678	S 682 39359	S 682 39359
TN - 790366 SN - 0664	790366 0664	790366 39372	790366 39372
TN - 064167 SN - 06672	064167 06672	064167 39381	064167 39381
TN - 790-268 SN - 06668	790 268 06668	790268 39387	790268 39387
TN - 2151026 SN - 3793	2151026 3793	2151026 39371	2150126 3937
TN - 790-478 SN - 06673	790-478 06673	790478 39389	790478 39389

Petitioner's (Twin) Exhibit "P(TW)-5".

Voyage of April 6, 1973 - 60 - 7 PDL

Bill of Lading	Dock Receipt	Stripping Talley	TIR
TN - 207-264 SN - 08436	207-264 08436	2211695 48468	2211695 48468
TN - 4058 SN - 08493	4058 08493	4024 48421	4024 48421
TN - 4038 SN - 08488	4038 08488	4081 4846	4081 4846
TN - 271-208 SN - 08440	271-208 08440	275886 48455	275886 48455
TN - 4036 SN - 08489	4036 08489	4020 48442	4020 48442
TN - 4086 SN - 08432	4086 08432	4088 48425	4088 48425
TN - 290954 SN - 08483	290954 08483	4064 48466	4064 48466
TN - 4028 SN - 08485	4028 08485	4036 48440	4036 48440
TN - 4064 SN - 08433	4064 08433	271206 484-462	271206 484462
TN - 271695 SN - 08490	271695 08490	4082 48453	4082 48453
TN - 4116 SN - 08437	4116 08437	201093 48489	201093 48489
TN - 4062 SN - 08487	4062 08487	202071 48445	202071 48445
TN - 275 886 SN - 08484	275 886 08484	277 381 48451	277 381 48451
TN - 4020 SN - 08491	4020 08491	700886 48429	700886 48429
TN - 4056 SN - 08488	4056 08488	274-081 48464	274-081 48464

**Excerpts From Petitioner's (Twin)
Exhibit "P(TW)-7".**



SEA-LAND SERVICE INC. PICK-UP [xxxx] DELIVERY [ ] PR 177409
PUERTO RICAN DIVISION
LAM
TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

3638	12154	105654	2861	Ramos	61 143

CUSTOMER'S NAME AND ADDRESS

TWIN EXPRESS
GPO 4444
SANJUANPR

L/ON [ ]
DATE
R/L [ ]

VESSEL VOYAGE NO. CR 118
FREIGHT BILL NO. 901 211 570
VESSEL FINISHED UNLOADING

LEASED FROM SEA-LAND SERVICE IN GOOD CONDITION EXCEPT IF NOTED BY [√] IN OUT COLUMN OR AS EQUIPMENT CONDITION IS LISTED ON

DAMAGE AND REPAIR COST STATEMENT NO.

LOADED [√] EMPTY [ ]
CARRIER BY
SEA-LAND BY

RETURNED BY CARRIER IN GOOD CONDITION EXCEPT IF NOTED BY [√] IN "IN" COLUMN OR AS EQUIPMENT CONDITION IS LISTED ON

DAMAGE AND REPAIR CUST STATEMENT NO.

LOADED [ ] EMPTY [ ]
CARRIER BY
SEA-LAND BY

	OUT	IN
DAMAGE NOTED ON DIAGRAM		
LANDING GEAR		
WHEEL NUTS		
LEFT TIRES		
RIGHT TIRES		
REFLECTORS		
INDICATOR LIGHTS		
TAIL LIGHTS		
STOP LIGHTS		
CLEAR LIGHTS		
CLAMP		
HINGES		
KINGPIN		
FLOOR		
REAR		
FRONT		
RIGHT SIDE		
LEFT SIDE		
TOP		
REGISTRATION		
YES (IF WELDED) NO		
TANK		

THIS IS YOUR ONLY INVOICE ... PAYMENT IS DUE WITHIN SEVEN DAYS OF BILLING DATE

DESCRIPTION OF CARGO: TUTE JUICE

FROM: 1/25/72 THRU:

DEMURRAGE STARTS ▷	DAYS	PER DAY	CHARGE
PENALTY		PER DAY	CHARGE

REMIT PAYMENT TO ▷ P. O. BOX 2648 G. P. O. SAN JUAN, P. R. 00936

BILLING DATE

AMOUNT DUE ➡

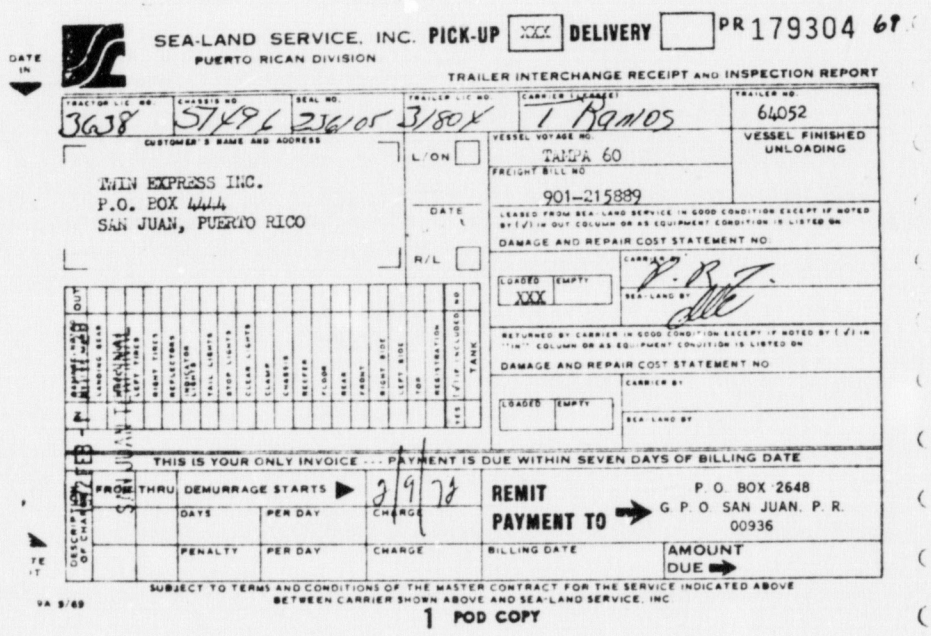
DATE OUT

SUBJECT TO TERMS AND CONDITIONS OF THE MASTER CONTRACT FOR THE SERVICE INDICATED ABOVE BETWEEN CARRIER SHOWN ABOVE AND SEA-LAND SERVICE, INC.

L 69A 9/69

1 POD COPY

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7",



SEA-LAND SERVICE, INC. PICK-UP [XXX] DELIVERY [ ] PR 179304 69

PUERTO RICAN DIVISION

DATE IN

TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

TRACTOR LIC. NO.	CHASSIS NO.	SEAL NO.	TRAILER LIC. NO.	CARRIER (LESSEE)	TRAILER NO.
3638	51496	23605	3180X	T Ramos	64052

CUSTOMER'S NAME AND ADDRESS

TWIN EXPRESS INC.
P.O. BOX 4444
SAN JUAN, PUERTO RICO

L/ON [ ]

DATE

R/L [ ]

VESSEL VOYAGE NO. TAMPA 60

VESSEL FINISHED UNLOADING

FREIGHT BILL NO. 901-215889

LEASED FROM SEA-LAND SERVICE IN GOOD CONDITION EXCEPT IF NOTED BY (√) IN OUT COLUMN OR AS EQUIPMENT CONDITION IS LISTED ON

DAMAGE AND REPAIR COST STATEMENT NO.

CARRIER BY V. R. T.

LOADED XXX EMPTY

SEA-LAND BY

RETURNED BY CARRIER IN GOOD CONDITION EXCEPT IF NOTED BY (√) IN "IN" COLUMN OR AS EQUIPMENT CONDITION IS LISTED ON

DAMAGE AND REPAIR COST STATEMENT NO.

CARRIER BY

LOADED EMPTY

SEA-LAND BY

	LANDING GEAR	LEFT TIRES	RIGHT TIRES	REFLECTORS	MARKER LIGHTS	TAIL LIGHTS	STOP LIGHTS	CLEAR. LAMPS	CLAMPS	CHASSIS	REEFER	FLOOR	REAR	FRONT	RIGHT SIDE	LEFT SIDE	DOR	REGISTRATION	(√) IF INCLUDED	NO.
OUT																				
IN																				

TANK

THIS IS YOUR ONLY INVOICE — PAYMENT IS DUE WITHIN SEVEN DAYS OF BILLING DATE

DESCRIPTION OF CHARGES: FEB -7 SAN JUAN, P.R. ORIGINAL

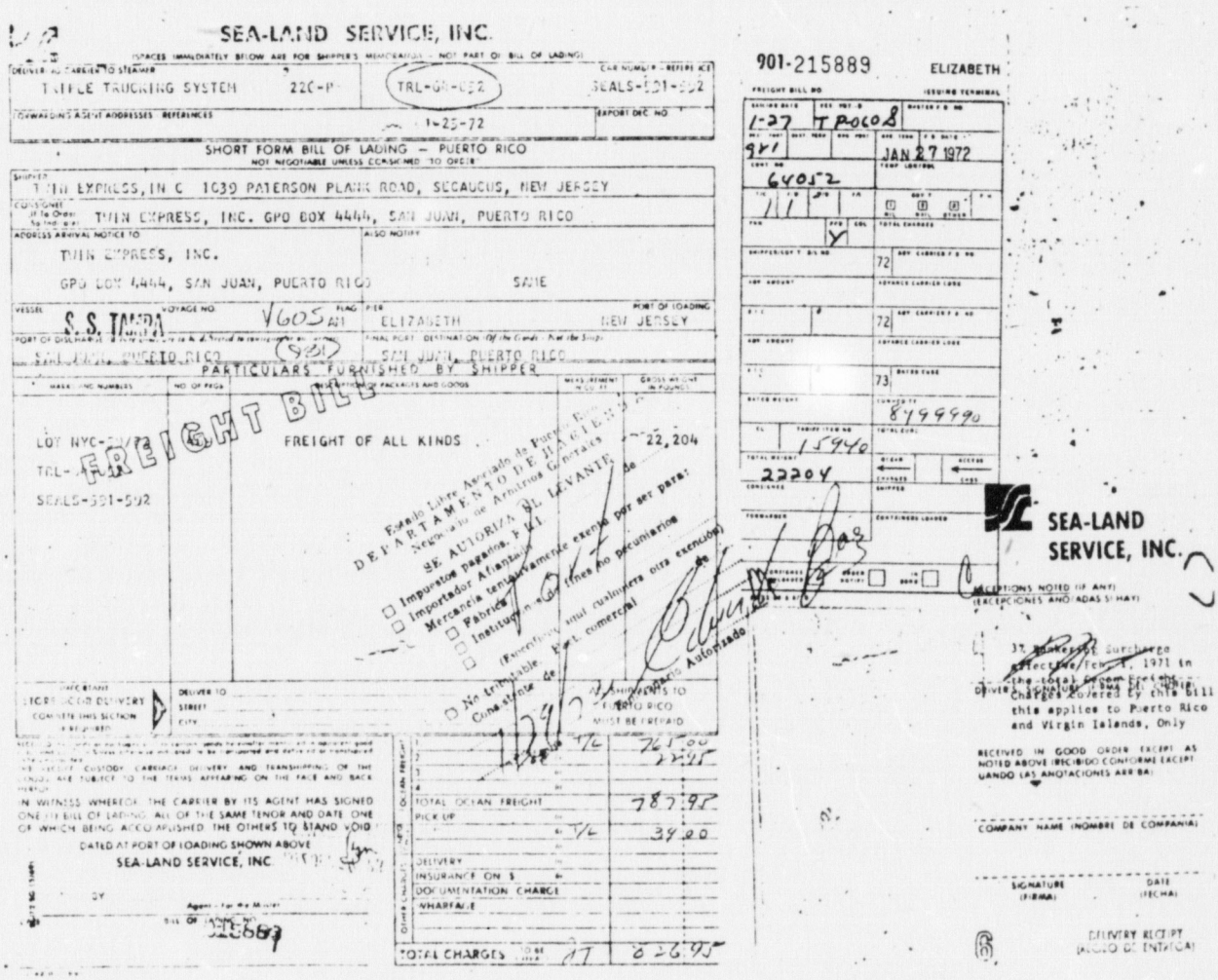
FROM	THRU	DEMURRAGE STARTS ▶	2/9/78		REMIT PAYMENT TO ➡	P. O. BOX 2648 G. P. O. SAN JUAN, P. R. 00936
		DAYS	PER DAY	CHARGE		
		PENALTY	PER DAY	CHARGE	BILLING DATE	AMOUNT DUE ➡

SUBJECT TO TERMS AND CONDITIONS OF THE MASTER CONTRACT FOR THE SERVICE INDICATED ABOVE BETWEEN CARRIER SHOWN ABOVE AND SEA-LAND SERVICE, INC.

9A 9/69

1 POD COPY

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".



SEA-LAND SERVICE, INC.

(SPACES IMMEDIATELY BELOW ARE FOR SHIPPER'S MEMORANDA — NOT PART OF BILL OF LADING)

DELIVERING CARRIER TO STEAMER: TRIPLE TRUCKING SYSTEM 220-P | TRL-GR-022 | CAR NUMBER - REFER KEY: SEALS-531-592

FORWARDING AGENT ADDRESSES - REFERENCES: 1-25-72 | EXPORT DEC. NO.

SHORT FORM BILL OF LADING — PUERTO RICO
NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

SHIPPER: TWIN EXPRESS, IN C 1039 PATERSON PLANK ROAD, SECAUCUS, NEW JERSEY

CONSIGNED (If to Order, Notify Party): TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO: TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO | ALSO NOTIFY: SAME

VESSEL: S.S. TAMPA | VOYAGE NO.: V605 AN | FLAG | PIER: ELIZABETH | PORT OF LOADING: NEW JERSEY

PORT OF DISCHARGE: SAN JUAN, PUERTO RICO | FINAL PORT DESTINATION (If No Change, Enter Same): SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT IN POUNDS
LOT NYC-[illegible] TRL-[illegible] SEALS-531-592		FREIGHT OF ALL KINDS		22,204

FREIGHT BILL

Puerto Libre Asociado de Puerto Rico
DEPARTAMENTO DE HACIENDA
Negociado de Arbitrios Generales
SE AUTORIZA EL LEVANTE de
☐ Impuestos pagados, $ ____
☐ Importador afianzado
☐ Mercancía temporalmente exenta por ser para:
☐ Fabricar
☐ Instituto de [illegible]
(Excepción final cualquiera otra exención)
☐ No tributable por ser comercial de
Con status de
Autorizado

EXPRESS RECORD DELIVERY COMPLETE THIS SECTION IF REQUIRED

DELIVER TO
STREET
CITY

SHIPMENTS TO PUERTO RICO MUST BE PREPAID

1		
2		
3		
4		
TOTAL OCEAN FREIGHT	T/C	787.95
PICK UP	T/C	39.00
DELIVERY		
INSURANCE ON $		
DOCUMENTATION CHARGE		
WHARFAGE		
TOTAL CHARGES		826.95

IN WITNESS WHEREOF, THE CARRIER BY ITS AGENT HAS SIGNED ONE (1) BILL OF LADING, ALL OF THE SAME TENOR AND DATE ONE OF WHICH BEING ACCOMPLISHED THE OTHERS TO STAND VOID

DATED AT PORT OF LOADING SHOWN ABOVE

SEA-LAND SERVICE, INC.

BY

Agent - for the Master

BILL OF LADING 22687

901-215889 ELIZABETH

FREIGHT BILL NO. | ISSUING TERMINAL

1-27 TP0608

941 JAN 27 1972

6405-2

Y

72

72

73

8 799990

15940

22204

SEA-LAND SERVICE, INC.

EXCEPTIONS NOTED (IF ANY)
(EXCEPCIONES ANOTADAS SI HAY)

3% Bunker Fuel Surcharge effective/from [illegible], 1971 in the total ocean freight charges covered by this bill this applies to Puerto Rico and Virgin Islands, Only

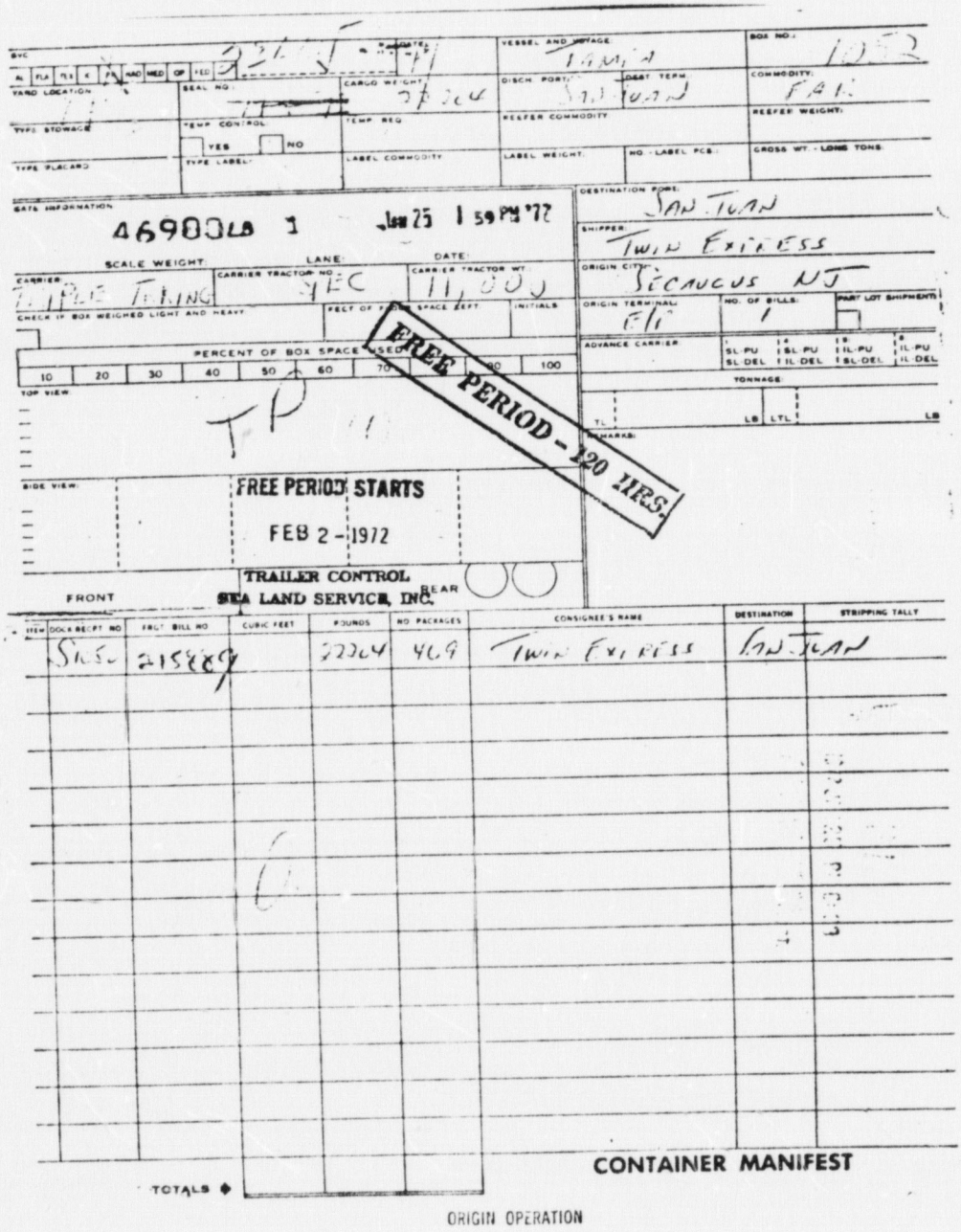
RECEIVED IN GOOD ORDER EXCEPT AS NOTED ABOVE (RECIBIDO CONFORME EXCEPTUANDO LAS ANOTACIONES ARRIBA)

COMPANY NAME (NOMBRE DE COMPAÑIA)

SIGNATURE (FIRMA) DATE (FECHA)

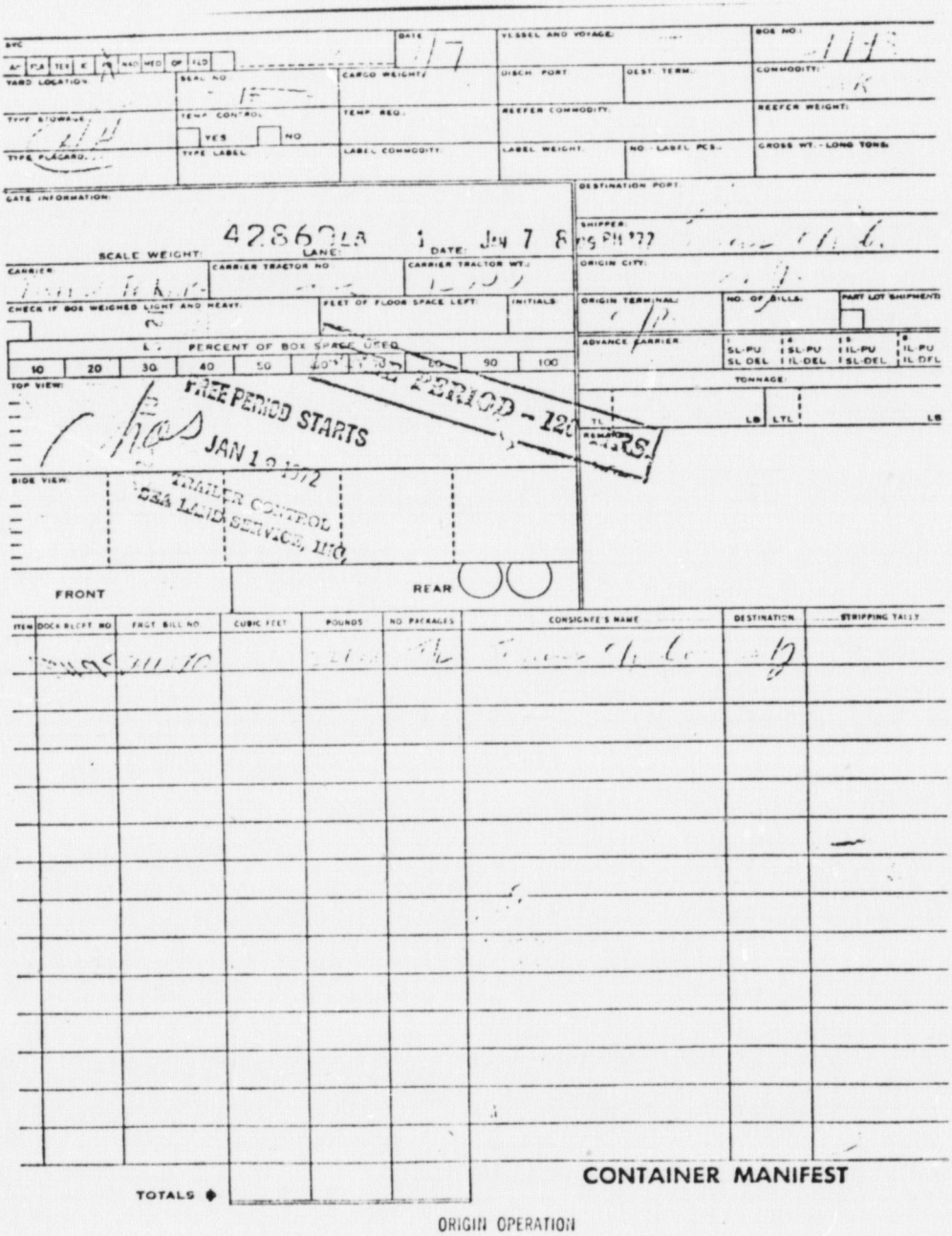
DELIVERY RECEIPT (RECIBO DE ENTREGA)

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".

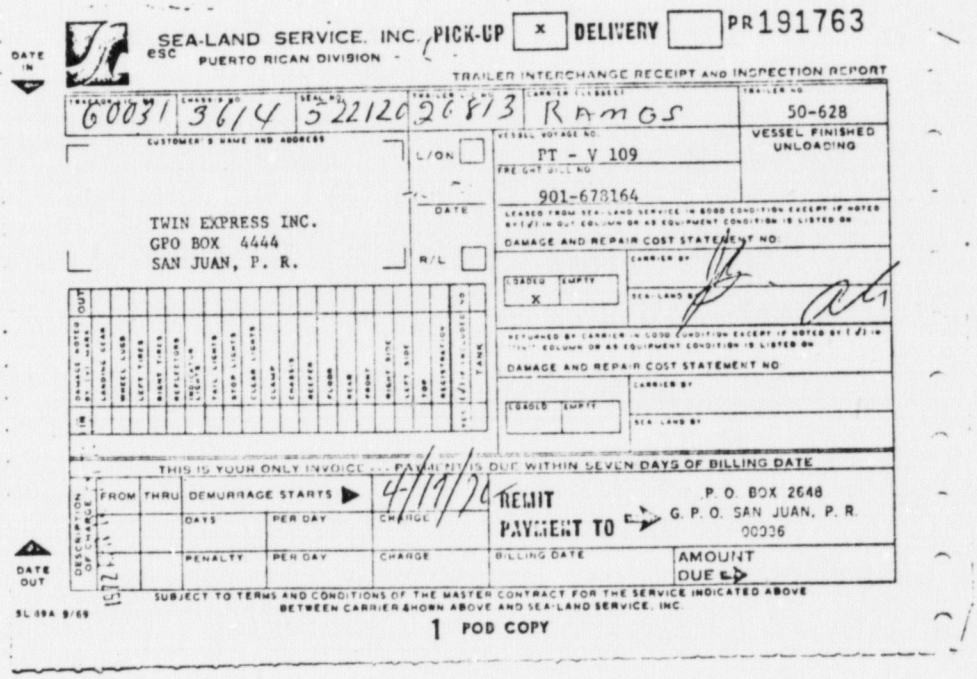


Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7",

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7",



Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7",



SEA-LAND SERVICE, INC. PICK-UP [x] DELIVERY [ ] PR 191763
esc PUERTO RICAN DIVISION
TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

DATE IN

TRANSACTION NO.	CHASSIS NO.	SEAL NO.	TRAILER NO.	CARRIER ELIGIBLE	TRAILER NO
60031	3614	522120	26813	RAMOS	50-628

CUSTOMER'S NAME AND ADDRESS

TWIN EXPRESS INC.
GPO BOX 4444
SAN JUAN, P. R.

L/ON
DATE
R/L

VESSEL VOYAGE NO.: PT - V 109
VESSEL FINISHED UNLOADING
FRT OUT BILL NO.: 901-673164
LEASED FROM SEA-LAND SERVICE IN GOOD CONDITION EXCEPT IF NOTED BY (/) IN OUT COLUMN OR AS EQUIPMENT CONDITION IS LISTED ON
DAMAGE AND REPAIR COST STATEMENT NO.

LOADED	EMPTY	CARRIER BY	SEA-LAND BY
X			

RETURNED BY CARRIER IN GOOD CONDITION EXCEPT IF NOTED BY (/) IN "IN" COLUMN OR AS EQUIPMENT CONDITION IS LISTED ON
DAMAGE AND REPAIR COST STATEMENT NO.

LOADED	EMPTY	CARRIER BY	SEA-LAND BY

	OUT	IN	FRAMES NOTED BY (/)	LANDING GEAR	WHEEL LUGS	LEFT TIRES	RIGHT TIRES	REFLECTORS	MARKER LIGHTS	TAIL LIGHTS	STOP LIGHTS	CLEAR LIGHTS	CLEANED	CHASSIS	BREEZER	FLOOR	ROOF	FRONT	RIGHT SIDE	LEFT SIDE	DOOR	REGISTRATION	LEVEL IN LOADED TANK	NO.

THIS IS YOUR ONLY INVOICE — PAYMENT IS DUE WITHIN SEVEN DAYS OF BILLING DATE

DESCRIPTION OF CHARGE	FROM	THRU	DEMURRAGE STARTS ▶ 4/11/74			REMIT PAYMENT TO ▶ P. O. BOX 2648 G. P. O. SAN JUAN, P. R. 00936
			DAYS	PER DAY	CHARGE	
1724			PENALTY	PER DAY	CHARGE	BILLING DATE / AMOUNT DUE ▶

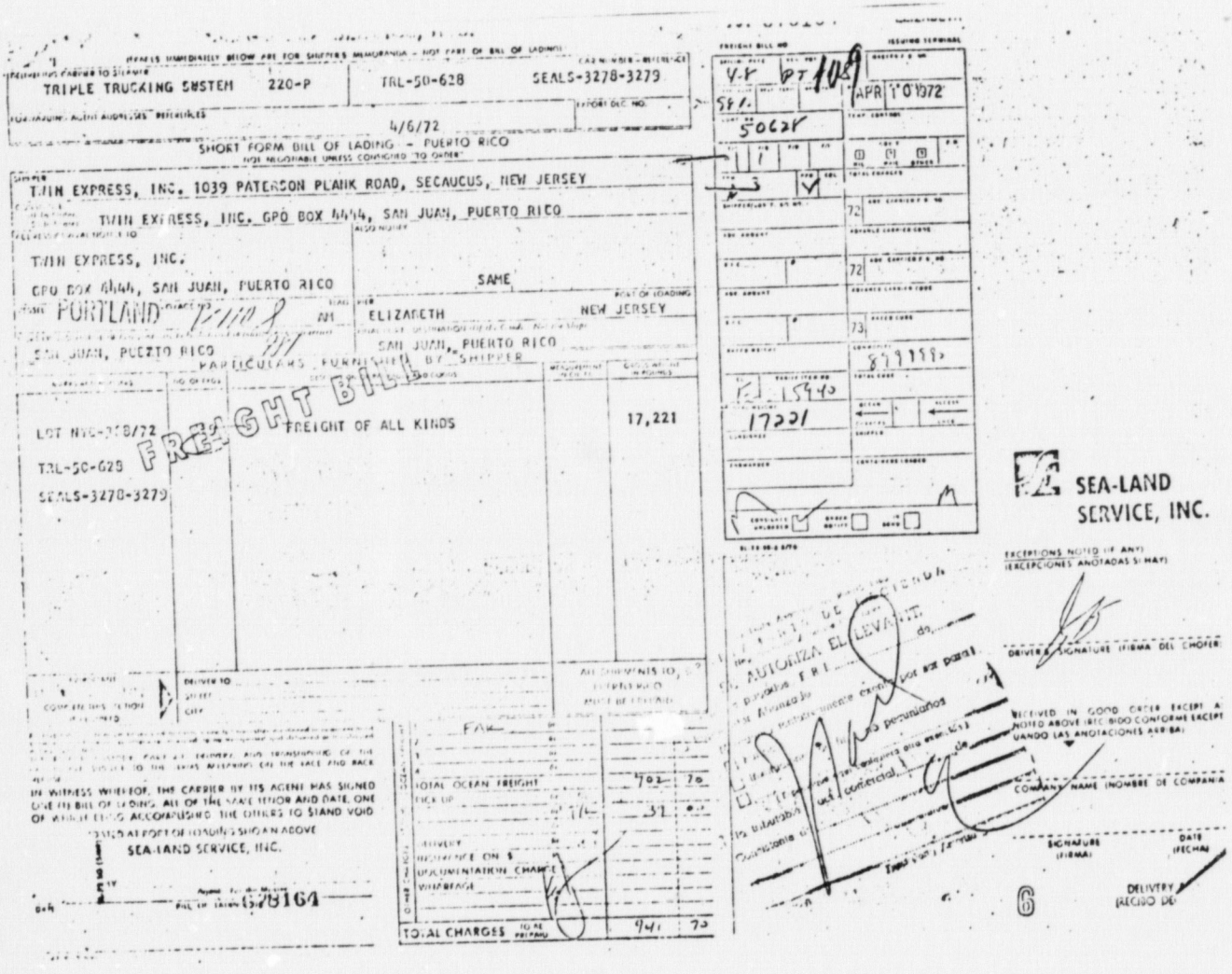
DATE OUT

SUBJECT TO TERMS AND CONDITIONS OF THE MASTER CONTRACT FOR THE SERVICE INDICATED ABOVE BETWEEN CARRIER SHOWN ABOVE AND SEA-LAND SERVICE, INC.

SL-39A 9/69

1 POD COPY

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".



TRIPLE TRUCKING SYSTEM 220-P | TRL-50-628 | SEALS-3278-3279

4/6/72

SHORT FORM BILL OF LADING - PUERTO RICO

NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"

TWIN EXPRESS, INC. 1039 PATERSON PLANK ROAD, SECAUCUS, NEW JERSEY

TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

SAME

FROM PORTLAND

ELIZABETH NEW JERSEY

SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

LOT NYC-318/72
TRL-50-629
SEALS-3270-3279

FREIGHT OF ALL KINDS 17,221

FREIGHT BILL

APR 10 1972

17221

SEA-LAND SERVICE, INC.

EXCEPTIONS NOTED (IF ANY)
(EXCEPCIONES ANOTADAS SI HAY)

DRIVER'S SIGNATURE (FIRMA DEL CHOFER)

RECEIVED IN GOOD ORDER EXCEPT AS NOTED ABOVE (RECIBIDO CONFORME EXCEPTUANDO LAS ANOTACIONES ARRIBA)

COMPANY NAME (NOMBRE DE COMPAÑIA)

SIGNATURE (FIRMA) DATE (FECHA)

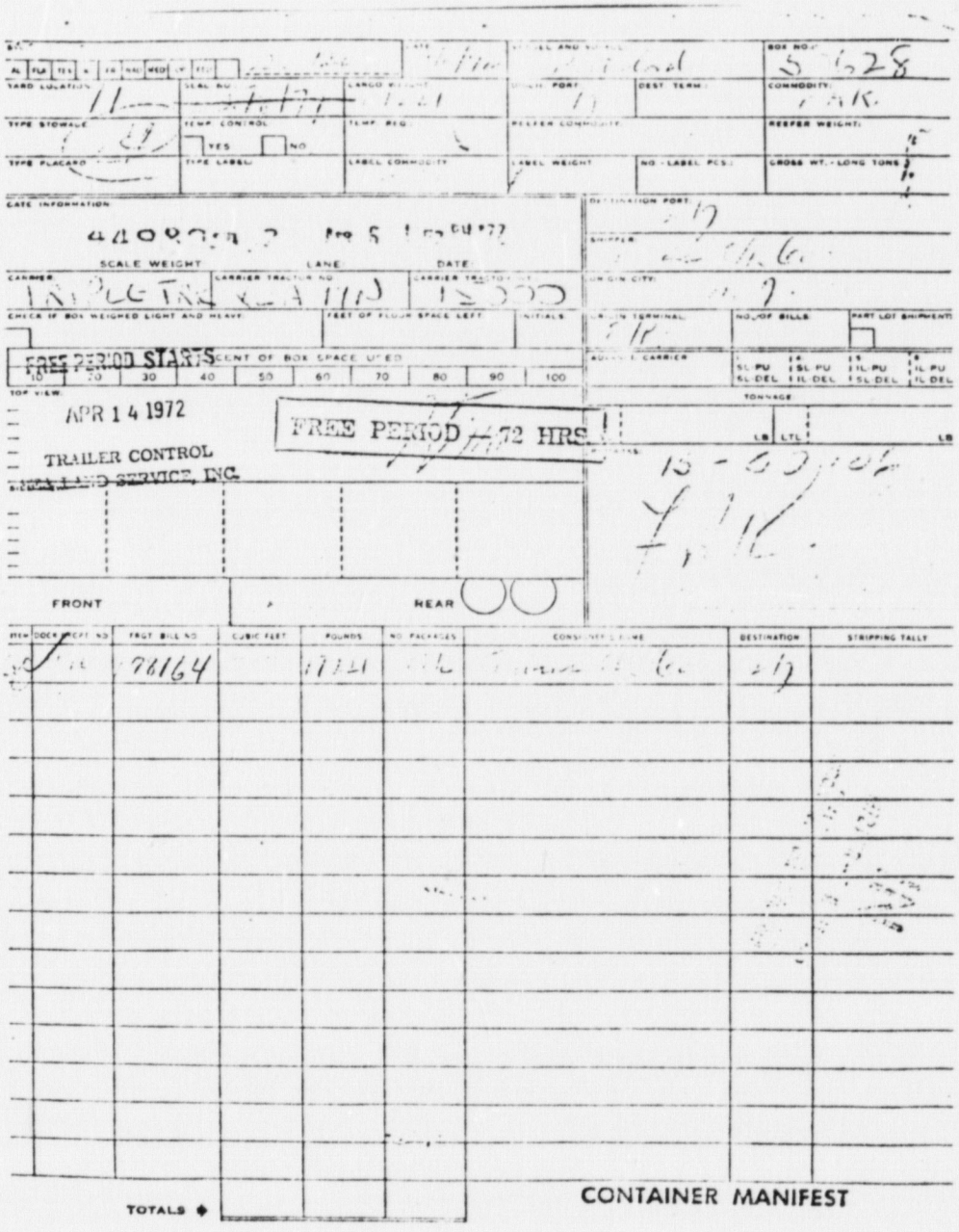
DELIVERY (RECIBO DE)

IN WITNESS WHEREOF, THE CARRIER BY ITS AGENT HAS SIGNED ONE (1) BILL OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED THE OTHERS TO STAND VOID

SEA-LAND SERVICE, INC.

TOTAL OCEAN FREIGHT	702 70
PICK UP	31 00
DELIVERY	
INSURANCE ON $	
DOCUMENTATION CHARGE	
WHARFAGE	
TOTAL CHARGES	941 70

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".



Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".

SEA-LAND SERVICE, INC. PICK-UP [XXX] DELIVERY [ ] PR 138660
PUERTO RICAN DIVISION
TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

6001 4345 52470 28379 TRANSPORTE RAMOS 63 429

CUSTOMER'S NAME AND ADDRESS
TWIN EXPRESS CO
GPO BOX 4444
SANJUANPR

L/ON
DATE
R/L

VESSEL VOYAGE NO: NEWARK 98
FREIGHT BILL NO: 901 240 218
VESSEL FINISHED UNLOADING

LEASED FROM SEA-LAND SERVICE IN GOOD CONDITION EXCEPT IF NOTED BY (√) IN OUT COLUMN OR AS EQUIPMENT CONDITION IS LISTED ON
DAMAGE AND REPAIR COST STATEMENT NO:
CARRIER BY
LOADED XX EMPTY
SEA-LAND BY

RETURNED BY CARRIER IN GOOD CONDITION EXCEPT IF NOTED BY (√) IN PRINT COLUMN OR AS EQUIPMENT CONDITION IS LISTED ON
DAMAGE AND REPAIR COST STATEMENT NO:
CARRIER BY
LOADED EMPTY
SEA-LAND BY

	OUT	IN
BUMPER NUMBER & SIDE		
WHEEL CAPS & LUGS		
LEFT TIRES		
RIGHT TIRES		
REFLECTORS		
IDENTIFICATION		
TAIL LIGHTS		
STOP LIGHTS		
CLEAR LIGHTS		
CLEARANCE		
CHASSIS		
MARKERS		
FLOOR		
REAR		
FRONT		
SIDE & LOADING DOOR		
TOP		
REGISTRATION		
FILE NO. (DECLINED)		
TARE		

THIS IS YOUR ONLY INVOICE — PAYMENT IS DUE WITHIN SEVEN DAYS OF BILLING DATE

FROM	THRU	DEMURRAGE STARTS ▶		4/24/70	REMIT PAYMENT TO ⇨ P. O. BOX 2648 G. P. O. SAN JUAN, P. R. 00936
		DAYS	PER DAY	CHARGE	
		PENALTY	PER DAY	CHARGE	BILLING DATE / AMOUNT DUE ⇨

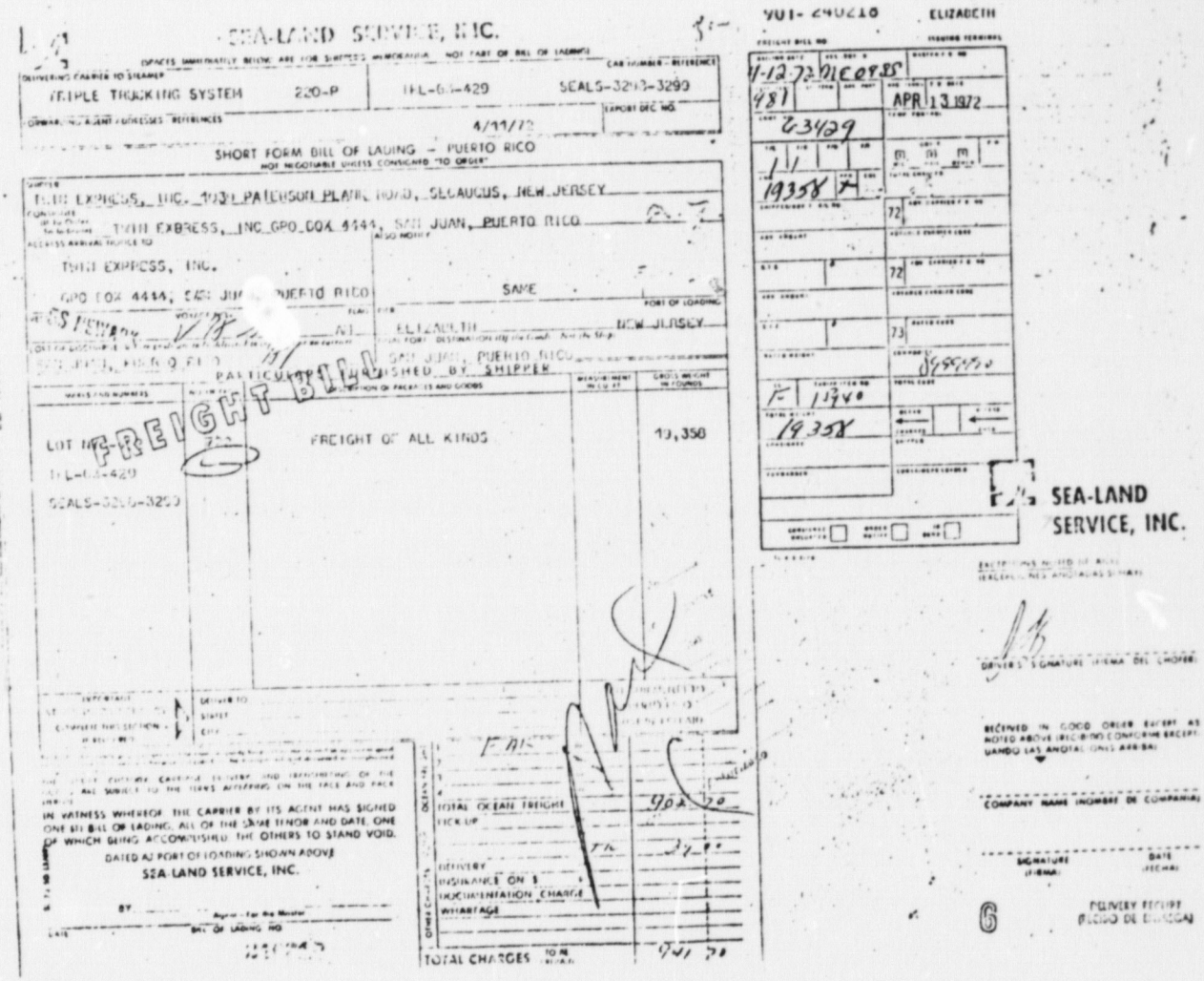
DATE IN ▶ DATE OUT ▶

SUBJECT TO TERMS AND CONDITIONS OF THE MASTER CONTRACT FOR THE SERVICE INDICATED ABOVE BETWEEN CARRIER SHOWN ABOVE AND SEA-LAND SERVICE, INC.

L 69A 9/69

1 POD COPY

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".



SEA-LAND SERVICE, INC.

TRIPLE TRUCKING SYSTEM 220-P TRL-6[illegible]-429 SEALS-3[illegible]-3299

4/11/72

SHORT FORM BILL OF LADING – PUERTO RICO
NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"

TWIN EXPRESS, INC. 7051 PATERSON PLANK ROAD, SECAUCUS, NEW JERSEY

TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

TWIN EXPRESS, INC.
GPO BOX 4444, SAN JUAN, PUERTO RICO

SAME

ELIZABETH NEW JERSEY

SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

LOT NO. FREIGHT
TRL-6[illegible]-429
SEALS-3[illegible]-3299

FREIGHT OF ALL KINDS 10,350

TOTAL OCEAN FREIGHT 902 20
PICK UP 34 00
DELIVERY
INSURANCE ON $
DOCUMENTATION CHARGE
WHARFAGE
TOTAL CHARGES 936 20

IN WITNESS WHEREOF THE CARRIER BY ITS AGENT HAS SIGNED ONE BILL OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED THE OTHERS TO STAND VOID.
DATED AT PORT OF LOADING SHOWN ABOVE
SEA-LAND SERVICE, INC.
BY ... Agent for the Master

YU1-240210 ELIZABETH

4-12-72 MC0985
481
APR 13 1972
63429
19358
72
73
F 11340
19358

SEA-LAND SERVICE, INC.

DRIVER'S SIGNATURE (FIRMA DEL CHOFER)

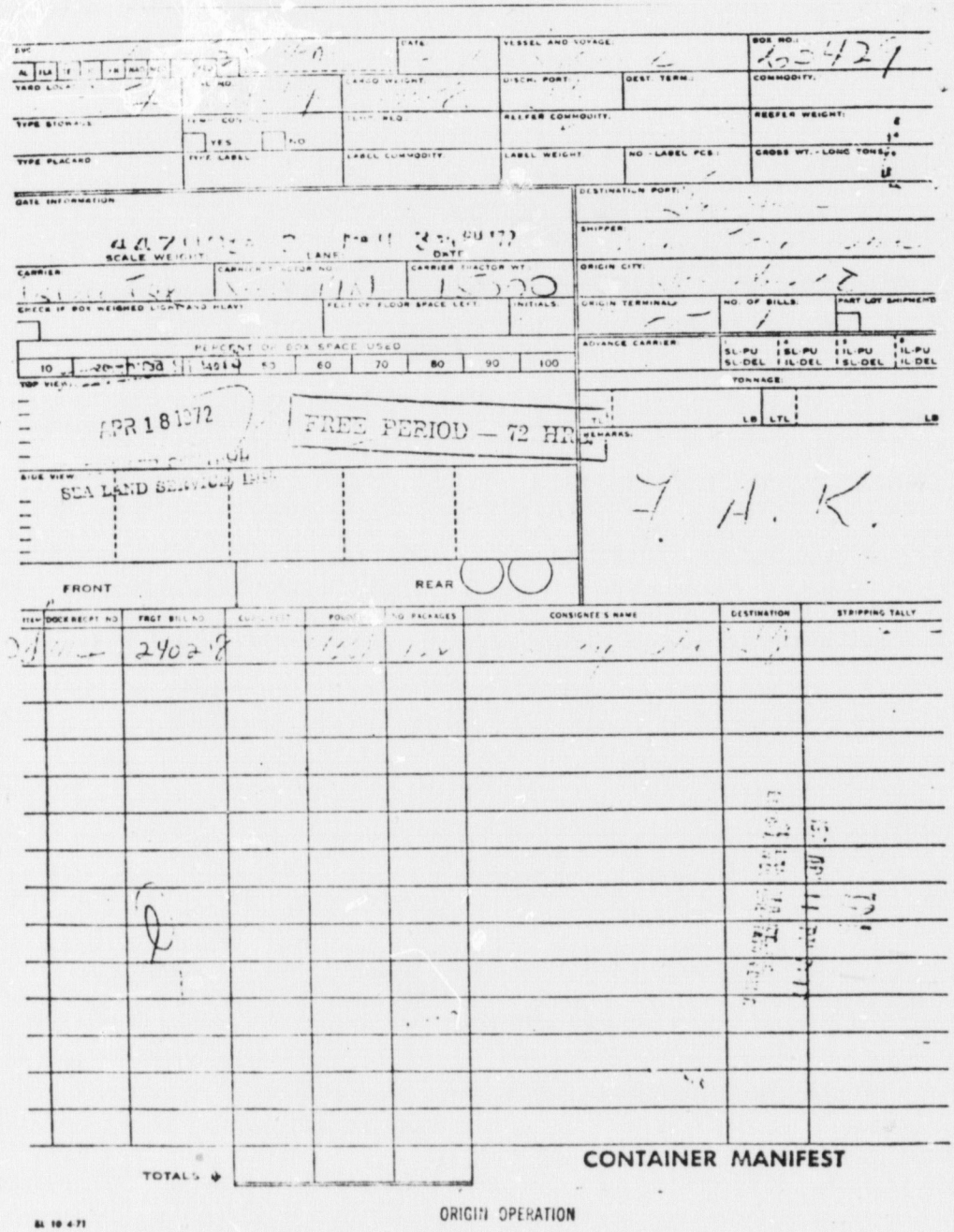
RECEIVED IN GOOD ORDER EXCEPT AS NOTED ABOVE (RECIBIDO CONFORME EXCEPTO LO ANOTADO)

COMPANY NAME (NOMBRE DE COMPAÑIA)

SIGNATURE (FIRMA) DATE (FECHA)

DELIVERY RECEIPT (RECIBO DE ENTREGA)

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".



EXP
DATE
VESSEL AND VOYAGE
BOX NO.: 42421
YARD LOC.
CARGO WEIGHT
DISCH. PORT
DEST. TERM.
COMMODITY
TYPE STOWAGE
IMDG CODE
UNIT REQ.
REEFER COMMODITY
REEFER WEIGHT
TYPE PLACARD
YES NO
TYPE LABEL
LABEL COMMODITY
LABEL WEIGHT
NO. LABEL PCS.
GROSS WT. - LONG TONS
GATE INFORMATION
SCALE WEIGHT
LANE
DATE
DESTINATION PORT:
SHIPPER:
CARRIER
CARRIER MOTOR NO.
CARRIER TRACTOR WT.
ORIGIN CITY:
CHECK IF BOX WEIGHED LIGHT AND PLAY!
FEET OF FLOOR SPACE LEFT
INITIALS
ORIGIN TERMINAL
NO. OF BILLS:
PART LOT SHIPMENT
PERCENT OF BOX SPACE USED
10 20 30 40 50 60 70 80 90 100
ADVANCE CARRIER
SL-PU SL-DEL
SL-PU IL-DEL
IL-PU SL-DEL
IL-PU IL-DEL
TONNAGE
TOP VIEW
APR 18 1972
FREE PERIOD — 72 HR
TL LB LTL LB
REMARKS:
SIDE VIEW
SEA LAND SERVICE INC.
T. A. K.
FRONT
REAR

ITEM	DOCK RECPT. NO.	FRGT. BILL NO.	CONTAINER	POUNDS	NO. PACKAGES	CONSIGNEE'S NAME	DESTINATION	STRIPPING TALLY
		24028						

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".

SEA-LAND SERVICE, INC. PICK-UP XXX DELIVERY PR 194979
PUERTO RICAN DIVISION
GC

TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

DATE IN

5503	6630	6603	3665	TEMPX	45-128

CUSTOMER'S NAME AND ADDRESS

TWIN WXPRESS INC.

68-660

L ON

DATE

R/L

VESSEL AND VOY NO: BOSTON 65

FREIGHT BILL NO: 901-268688

VESSEL FINISHED UNLOADING

LEASED FROM SEA-LAND SERVICE IN GOOD CONDITION EXCEPT AS NOTED BY (-) IN APPLICABLE COLUMN OR AS EQUIVALENT CONDITION IS LISTED ON

DAMAGE AND REPAIR COST STATEMENT NO

CARRIER BY: J. F. A

SEA-LAND BY: [illegible]

CONDITION: XXXX

RETURNED BY CARRIER IN GOOD CONDITION EXCEPT AS NOTED BY (-) IN APPLICABLE COLUMN OR AS EQUIVALENT CONDITION IS LISTED ON

DAMAGE AND REPAIR COST STATEMENT NO

LOADED / EMPTY

CARRIER BY

SEA-LAND BY

DAMAGES NOTED (-)		LOCK	LEFT SIDE	RIGHT SIDE	DOOR	FLOOR	ROOF	FRONT	REAR	AXLE	WHEEL	LIGHTS	OTHER	EXTRAS
OUT														
IN														

THIS IS YOUR ONLY INVOICE — PAYMENT IS DUE WITHIN SEVEN DAYS OF BILLING DATE

DESCRIPTION OF CHARGE	FROM	THRU	DAYS	PER DAY	CHARGE	BILLING DATE
DEMURRAGE STORTS						
PENALTY						

REMIT PAYMENT TO => P O BOX 2648 G P O SAN JUAN P R 00936

AMOUNT DUE =>

DATE OUT

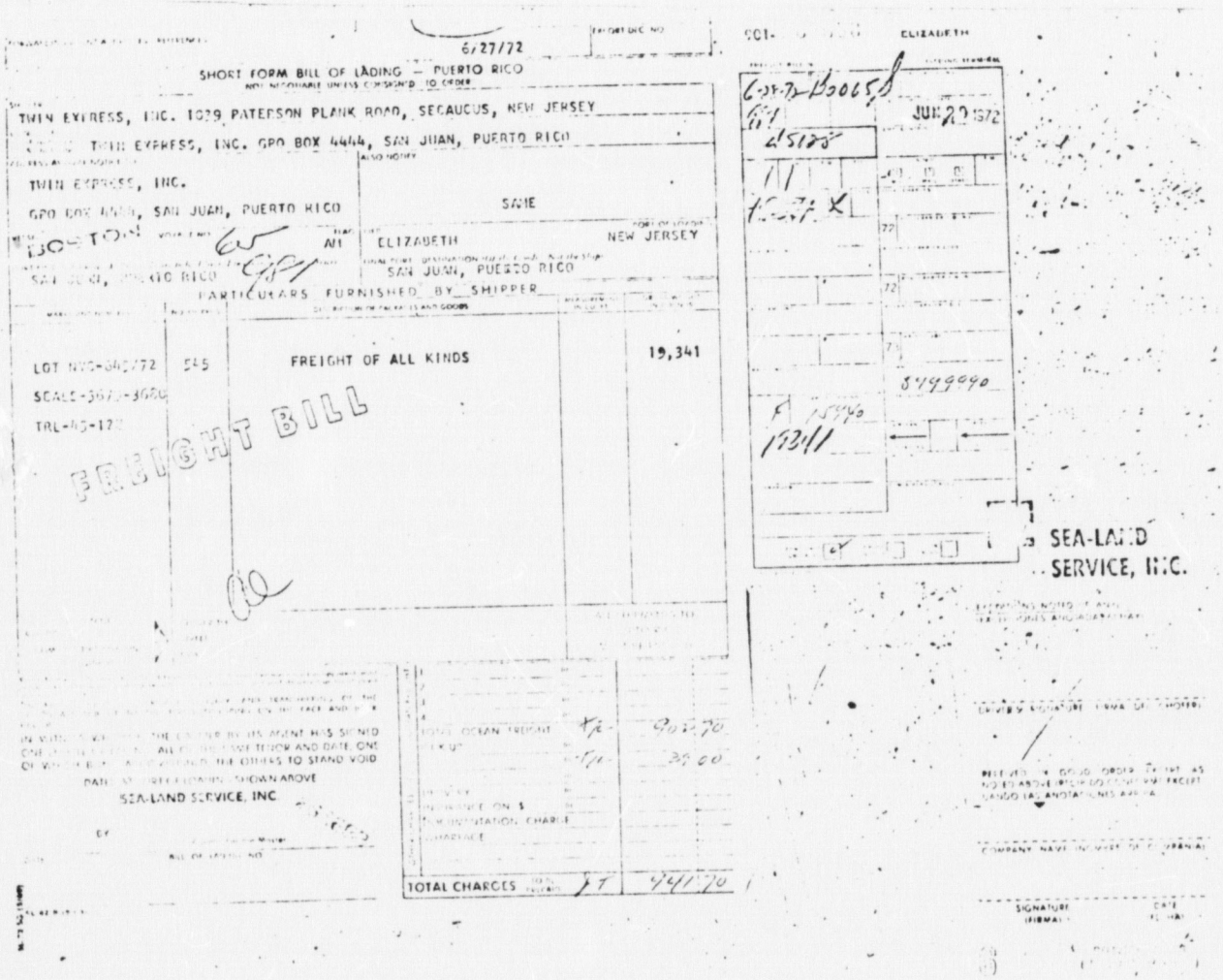
SUBJECT TO TERMS AND CONDITIONS OF THE MASTER CONTRACT FOR THE SERVICE INDICATED ABOVE BETWEEN CARRIER SHOWN ABOVE AND SEA-LAND SERVICE, INC.

SL-88A 9-69

1 POD COPY

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".



6/27/72

SHORT FORM BILL OF LADING — PUERTO RICO

TWIN EXPRESS, INC. 1029 PATERSON PLANK ROAD, SECAUCUS, NEW JERSEY

TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

TWIN EXPRESS, INC.

GPO BOX 4444, SAN JUAN, PUERTO RICO

SAVIE

ELIZABETH NEW JERSEY

SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

LOT NYC-642/72 545 FREIGHT OF ALL KINDS 19,341

SCALE-367/-3680

TRL-45-172

FREIGHT BILL

JUN 20 1972

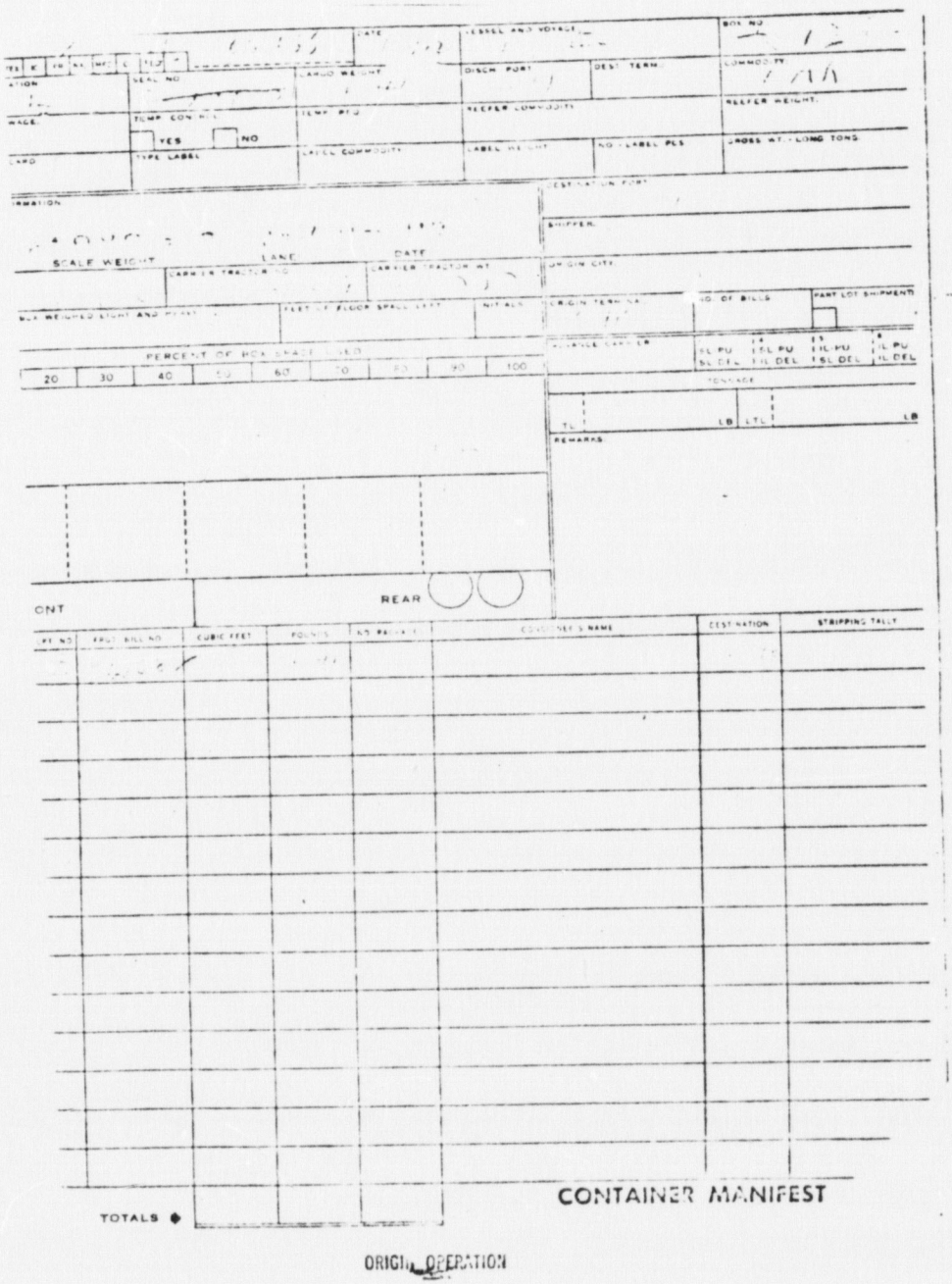
SEA-LAND SERVICE, INC.

SEA-LAND SERVICE, INC.

TOTAL CHARGES

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".



DATE
VESSEL AND VOYAGE
BOX NO.
SEAL NO.
CARGO WEIGHT
DISCH. PORT
DEST. TERM.
COMMODITY
TEMP. CONTR.
YES
NO
TEMP. REQ.
REEFER COMMODITY
REEFER WEIGHT
TYPE LABEL
LABEL COMMODITY
LABEL WEIGHT
NO. LABELS REQ.
GROSS WT. - LONG TONS
SCALE WEIGHT
LANE
DATE
CARRIER TRACTOR NO.
CARRIER TRACTOR WT.
ESTIMATION PORT
SHIPPER
ORIGIN CITY
ORIGIN TERMINAL
NO. OF BILLS
PART LOT SHIPMENT
INITIALS
PERCENT OF BOX SPACE USED
20 30 40 50 60 70 80 90 100
VEHICLE CARRIER
TONNAGE
TL
LB
LTL
LB
REMARKS
FRONT
REAR
PT. NO.
FREIGHT BILL NO.
CUBIC FEET
POUNDS
NO. PIECES
CONSIGNEE'S NAME
DESTINATION
STRIPPING TALLY
TOTALS
CONTAINER MANIFEST
ORIGIN OPERATION

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".

NO. UJ104 7

LAM

SEA-LAND SERVICE, INC.

CARIBBEAN OPERATING DIVISION
G.P.O. BOX 2648
SAN JUAN, PUERTO RICO 00936

TIME & DATE DISPATCHED: 12 JUL 29 11:17 TIME & DATE RECEIVED

68 660 CUSTOMER CODE | BOSTON 67 DISPATCH NO. | 48 691 VOUCHER NUMBER | 901 274 991 | 27 161 72 DATE STARTS | EXTENSION CODES LIST BELOW

DRY | REEFER | TANK | L B | SOL | OTHER | T. Ramos CARRIER OUT | STATUS OUT | SO MTY | CARRIER IN | STATUS IN | LD | MTY

CHECK ONE

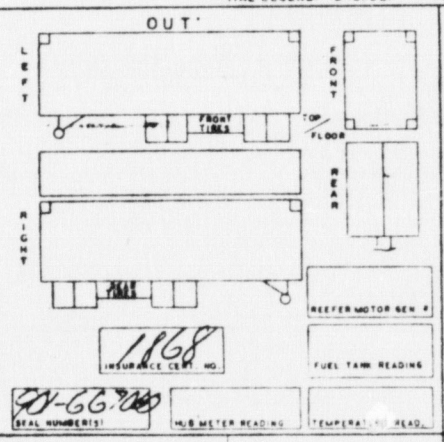
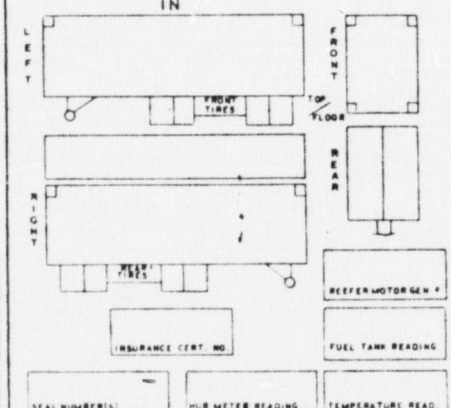
3450 CHASSIS NO. | 26602 TRAILER/CHASSIS LICENSE NO. | 60031 TRACTOR LICENSE NO. | IN POOL DATE | OUT POOL DATE | [X] CHECK (X) BOX IF CUSTOMER CARTAGE

CUSTOMER NAME OUT: TWIN EXPRESS SANJUAN (CAROLINA ZONE) | CUSTOMER NAME IN

EXTENSION CODE EXPLANATION (CIRCLE APPLICABLE CODE): 1-DAMAGED EQUIPMENT, 2-CARGO REHANDLED (LEAVE ON (OR) RELOAD) 3-GROUNDED, 4-OUT PORT CARGO, 5-DOCUMENTATION, 6-B/L MAIL GOVT, 7-CONSOLIDATION, 8-OTHER

CONTAINER & CHASSIS INSPECTION

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. IF NO EXCEPTION USE CHECK (√) MARK. USE FOLLOWING SYMBOLS FOR EXCEPTIONS: M-MISSING, C-CUT, S-SCRATCH, D-DENTED, B-BROKEN, H-HOLE
TIRE LEGEND: "B"-BALD, "F"-FOREIGN, "N"-NEW, "½"-HALF TREAD

OUT	IN
	
INSURANCE CERT. NO. 1868	INSURANCE CERT. NO.
SEAL NUMBER(S) 90-66-200	SEAL NUMBER(S)
BRAKES, WHEEL LUGS, FLAPS, LIGHTS, CLEARANCE, STOP, DOORS, CHASSIS, LANDING GEAR, COUPLERS, TAIL, INDICATOR	BRAKES, WHEEL LUGS, FLAPS, LIGHTS, CLEARANCE, STOP, DOORS, CHASSIS, LANDING GEAR, COUPLERS, TAIL, INDICATOR
REMARKS	REMARKS

BY SIGNATURE HEREUNDER, LESSEE ACCEPTS CARE, CUSTODY AND CONTROL OF CONTAINER (OR EQUIPMENT) AND CHASSIS AS INDICATED ABOVE, SUBJECT TO ALL TERMS AND CONDITIONS OF THE MASTER TRAILER INTERCHANGE LEASE AGREEMENT BETWEEN LESSOR AND LESSEE.

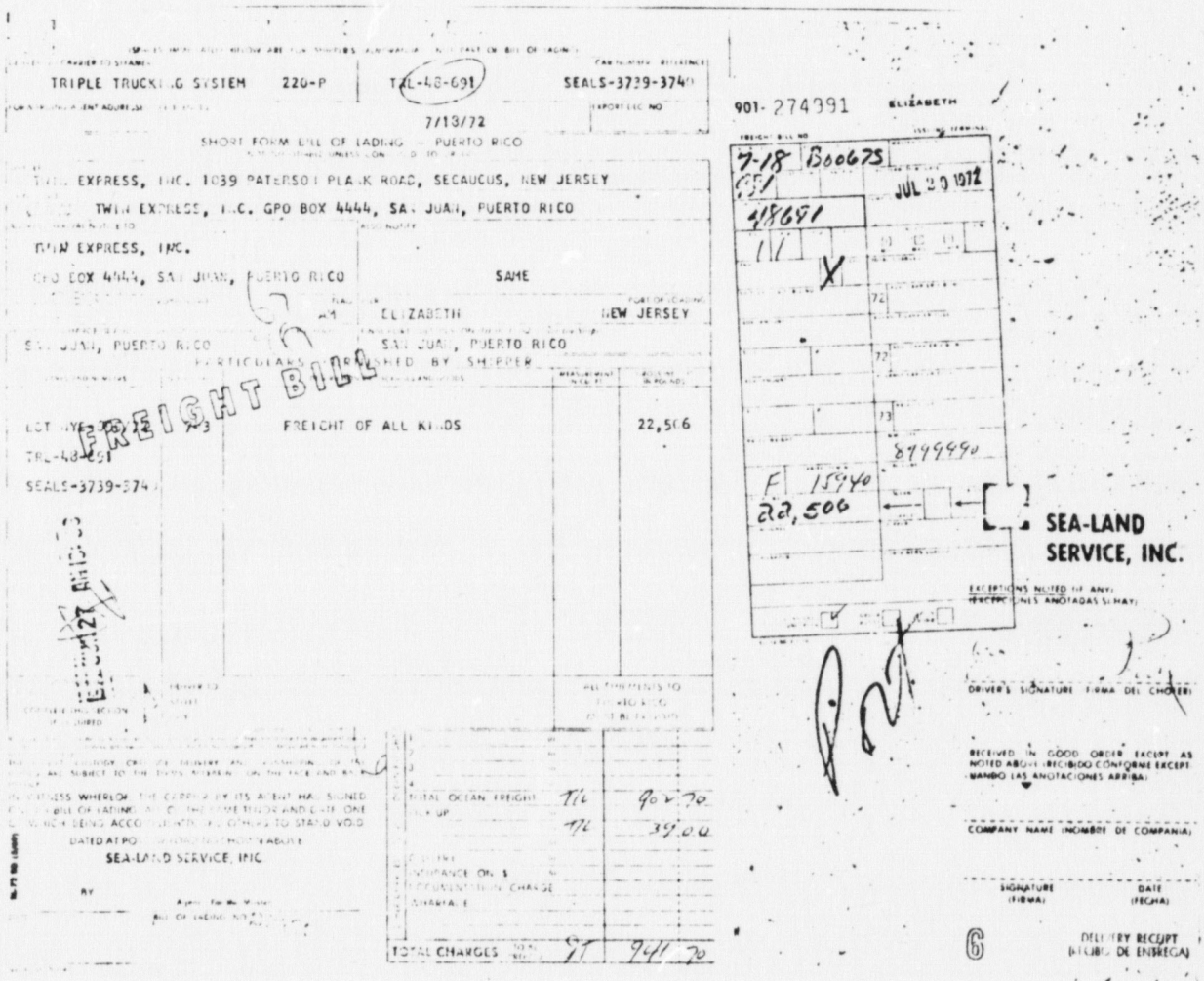
DRIVER SIGNATURE OUT: [signature] | DRIVER SIGNATURE IN: [signature]
CHECKER ON: [signature] | CHECKER IN

HISTORY FILE - COPY 2

2

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".



TRIPLE TRUCKING SYSTEM 220-P TRL-48-691 SEALS-3739-3740

7/13/72

SHORT FORM BILL OF LADING — PUERTO RICO

TWIN EXPRESS, INC. 1039 PATERSON PLANK ROAD, SECAUCUS, NEW JERSEY

TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

TWIN EXPRESS, INC.

GPO BOX 4444, SAN JUAN, PUERTO RICO SAME

ELIZABETH NEW JERSEY

SAN JUAN, PUERTO RICO SAN JUAN, PUERTO RICO

FREIGHT BILL

FREIGHT OF ALL KINDS 22,506

TRL-48-691

SEALS-3739-3740

TOTAL OCEAN FREIGHT TN 90 70

TOTAL CHARGES 97 941 70

901- 274391 ELIZABETH

7-18 B00675

JUL 20 1972

418681

F 15940

22,500

SEA-LAND SERVICE, INC.

EXCEPTIONS NOTED (IF ANY)

DRIVER'S SIGNATURE FIRMA DEL CHOFER

RECEIVED IN GOOD ORDER EXCEPT AS NOTED ABOVE (RECIBIDO CONFORME EXCEPTUANDO LAS ANOTACIONES ARRIBA)

COMPANY NAME (NOMBRE DE COMPAÑIA)

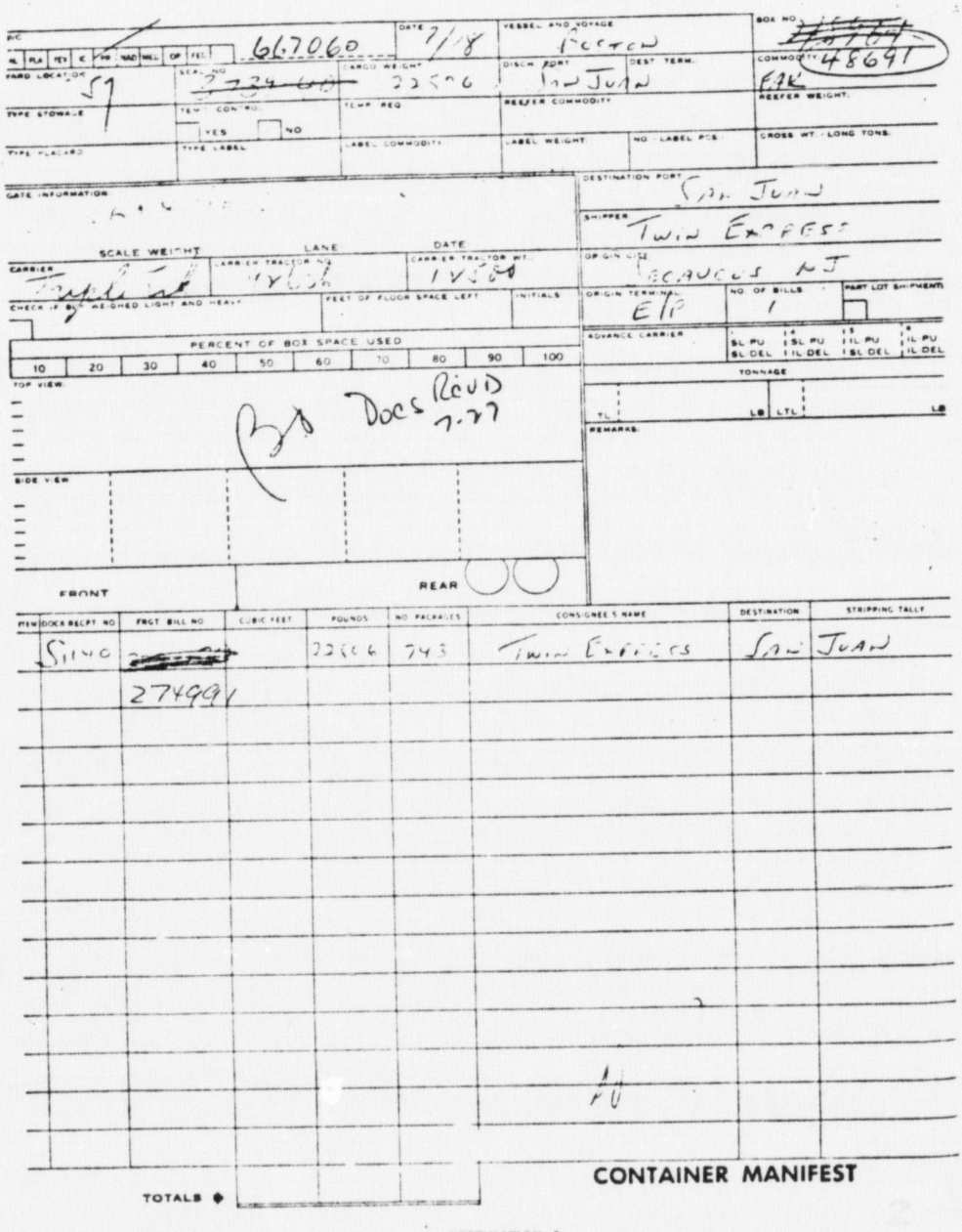
SIGNATURE (FIRMA) DATE (FECHA)

6

DELIVERY RECEIPT (RECIBO DE ENTREGA)

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".



PIC 667060 DATE 7/18 VESSEL AND VOYAGE FALCON BOX NO. 48694
YARD LOCATION 57 SEAL NO. 734600 CARGO WEIGHT 22506 DISCH PORT SAN JUAN DEST TERM. COMMODITY FAK
TYPE STOWAGE TEMP CONTROL YES NO TEMP REQ REEFER COMMODITY REEFER WEIGHT
TYPE PLACARD TYPE LABEL LABEL COMMODITY LABEL WEIGHT NO. LABEL PCS GROSS WT. - LONG TONS

GATE INFORMATION DESTINATION PORT SAN JUAN
SCALE WEIGHT LANE DATE SHIPPER TWIN EXPRESS
CARRIER Triple A CARRIER TRACTOR NO. 1Y CARRIER TRACTOR WT. 17500 ORIGIN NJ BEACONS NJ
CHECK IF BOX WEIGHED LIGHT AND HEAVY FEET OF FLOOR SPACE LEFT INITIALS ORIGIN TERMINAL ETP NO. OF BILLS 1 PART LOT SHIPMENT
PERCENT OF BOX SPACE USED 10 20 30 40 50 60 70 80 90 100 ADVANCE CARRIER SL PU SL DEL IL PU IL DEL SL PU SL DEL IL PU IL DEL
TONNAGE TL LB LTL LB
TOP VIEW: Docs Rcvd 7.27 REMARKS:
SIDE VIEW
FRONT REAR

ITEM	DOCK RECPT NO	FRGT BILL NO	CUBIC FEET	POUNDS	NO PACKAGES	CONSIGNEE'S NAME	DESTINATION	STRIPPING TALLY
	SING	[redacted]		22506	743	TWIN EXPRESS	SAN JUAN	
		274991						
TOTALS ◆								

PO

CONTAINER MANIFEST

BL 10 4-71

DESTINATION 2

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".

JAO

TRAILER INTERCHANGE RECEIPT & INSPECTION REPORT NO. 16848

1972 OCT -5 AM 11: 11

TIME & DATE DISPATCHED

SEA-LAND SERVICE, INC.

CARIBBEAN OPERATING DIVISION

G.P.O. BOX 2648

SAN JUAN, PUERTO RICO 00936

1972 OCT 11 AM 8: 37

TIME & DATE RECEIVED

CUSTOMER CODE	VESSEL VOY. NO.	TRAILER NUMBER	TAX EXEMPT	FREE TIME EXPIRES	EXTENSION CODE(S) LIST BELOW
BOSTON 74		57403	901-297718		

DRY	REEFER	TANK	L/B	SOL	OTHER	CARRIER CODE	STATUS OUT	LD	QTY	CARRIER IN	STATUS IN	LD	QTY
X						TRANS PORTE RAMOS							

CHECK ONE

CHASSIS NO.	TRAILER/CHASSIS LICENSE NO.	TRACTOR LICENSE NO.	IN POOL DATE	OUT POOL DATE
0733	3/6773	60053		

☐ CHECK (√) BOX IF CUSTOMER CARTAGE

CUSTOMER NAME OUT	CUSTOMER NAME IN
TWIN EXPRESS INC BOX 4444 SAN JUAN PR	

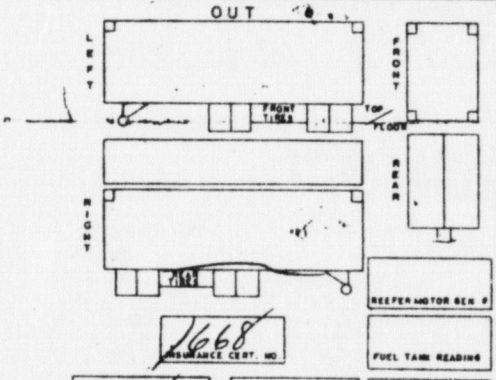
EXTENSION CODE EXPLANATION (CIRCLE APPLICABLE CODE) 1-DAMAGED EQUIPMENT, 2-CARGO REMANDLED (LEAVE OR (OR) RELOAD) 3-GROUNDED 4-OUT PORT CARGO 5-DOCUMENTATION 6-GV. MAIL. GOVT. 7-CONSOLIDATION 8-OTHER

CONTAINER & CHASSIS INSPECTION

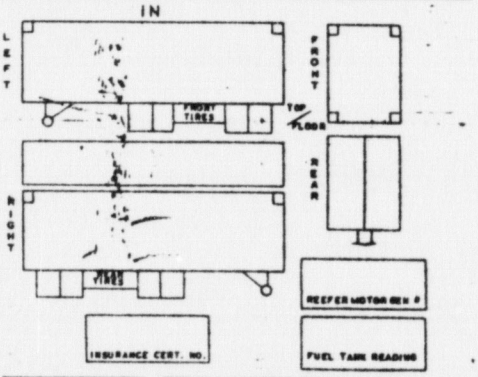
PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. IF NO EXCEPTION USE CHECK (√) MARK. USE FOLLOWING SYMBOLS FOR EXCEPTIONS: M-MISSING C-CUT S-SCRATCH D-DENTED B-BROKEN H-HOLE

TIRE LEGEND 'B'-BALD, 'F'-FOREIGN, 'N'-NEW, '½'-HALF TREAD

OUT



IN



MISC	OUT		IN	
	BRAKES	DOORS	BRAKES	DOORS
	WHEEL LUGS	CHASSIS	WHEEL LUGS	CHASSIS
	FLAPS	LANDING GEAR	FLAPS	LANDING GEAR
	LIGHTS	COUPLERS	LIGHTS	COUPLERS
	CLEARANCE ____ STOP ____	TAIL ____ INDICATOR ____	CLEARANCE ____ STOP ____	TAIL ____ INDICATOR ____
	REMARKS		REMARKS	

BY SIGNATURE HEREUNDER LESSEE ACCEPTS CARE, CUSTODY AND CONTROL OF CONTAINER (OR EQUIPMENT) AND CHASSIS AS INDICATED ABOVE, SUBJECT TO ALL TERMS AND CONDITIONS OF THE MASTER TRAILER INTERCHANGE LEASE AGREEMENT BETWEEN LESSOR AND LESSEE.

DRIVER SIGNATURE OUT _____ DRIVER SIGNATURE IN _____

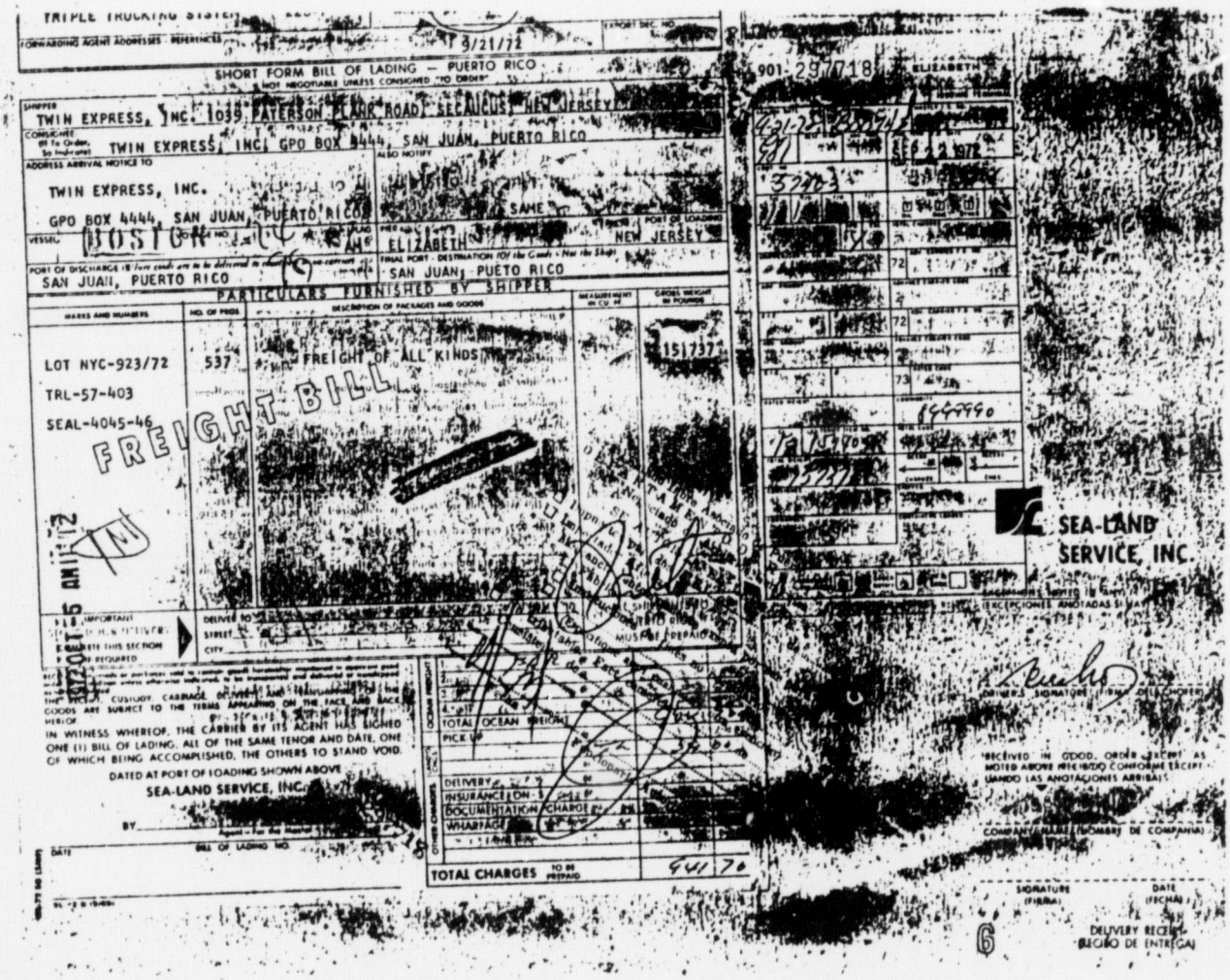
CHECKER OUT _____ CHECKER IN _____

MISTRY SHE - COPY 2

ONLY COPY AVAILABLE

682(146)

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".



TRIPLE TRUCKING

3/21/72

SHORT FORM BILL OF LADING — PUERTO RICO

NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"

SHIPPER: TWIN EXPRESS, INC. 1039 PATERSON PLANK ROAD SECAUCUS, NEW JERSEY

CONSIGNEE: TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO: TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ALSO NOTIFY: SAME

VESSEL: BOSTON

PIER NO. / AMT: ELIZABETH

PORT OF LOADING: NEW JERSEY

PORT OF DISCHARGE: SAN JUAN, PUERTO RICO

FINAL PORT - DESTINATION: SAN JUAN, PUETO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT IN CU. FT.	GROSS WEIGHT IN POUNDS
LOT NYC-923/72 TRL-57-403 SEAL-4045-46	537	FREIGHT OF ALL KINDS		151737

FREIGHT BILL

DELIVER TO: STREET / CITY

IMPORTANT: TO EXPEDITE THIS SECTION IF REQUIRED

THE GOODS ARE SUBJECT TO THE TERMS APPEARING ON THE FACE AND BACK HEREOF.

IN WITNESS WHEREOF, THE CARRIER BY ITS AGENT HAS SIGNED ONE (1) BILL OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

DATED AT PORT OF LOADING SHOWN ABOVE

SEA-LAND SERVICE, INC.

BY

DATE / BILL OF LADING NO.

TOTAL OCEAN FREIGHT	
PICK UP	
DELIVERY	
INSURANCE ON	
DOCUMENTATION CHARGE	
WHARFAGE	
TOTAL CHARGES TO BE PREPAID	941 70

SEA-LAND SERVICE, INC.

"RECEIVED IN GOOD ORDER EXCEPT AS NOTED ABOVE" "RECIBIDO CONFORME EXCEPTO CUANDO LAS ANOTACIONES ARRIBA"

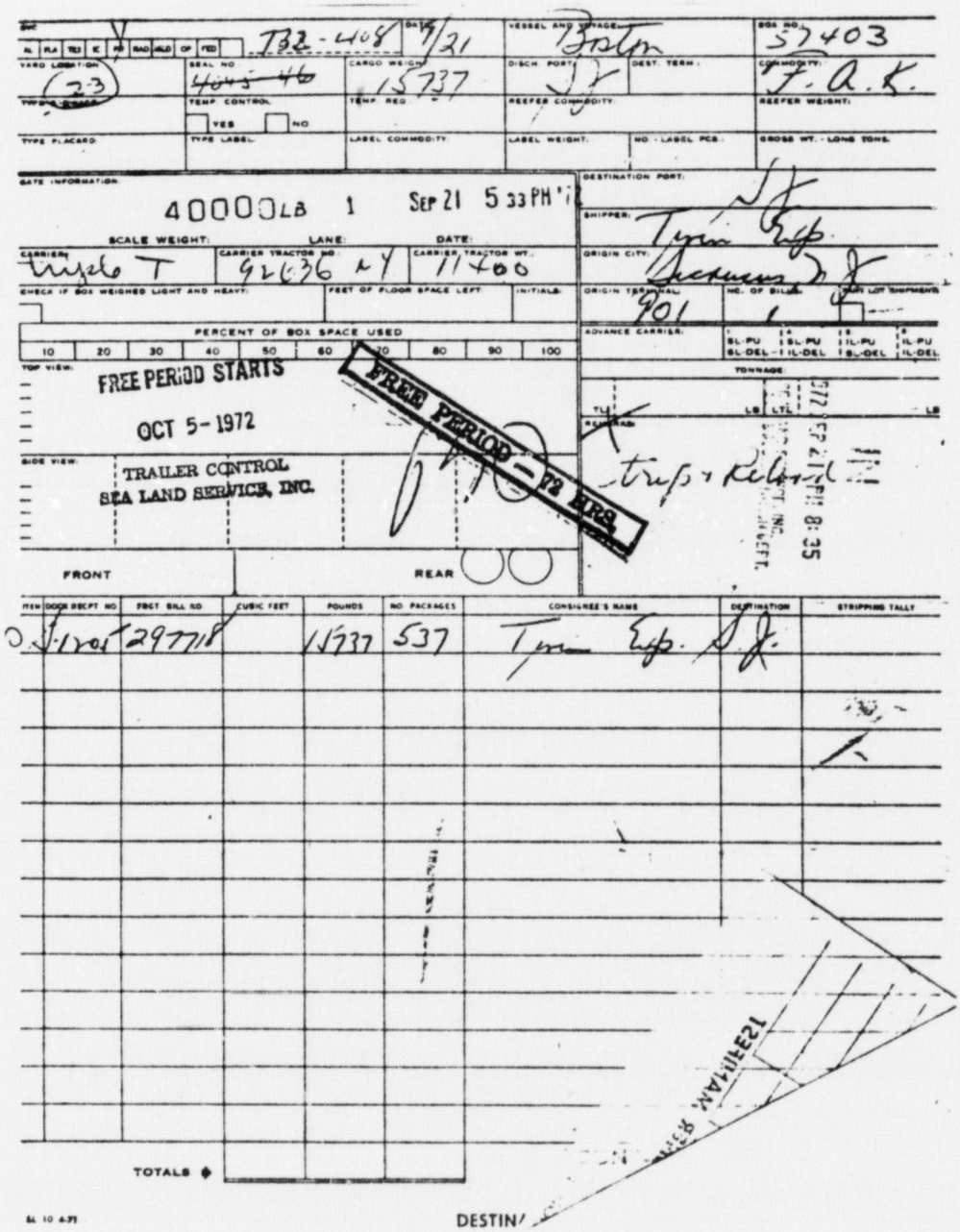
COMPANY NAME (NOMBRE DE COMPAÑIA)

SIGNATURE (FIRMA) / DATE (FECHA)

DELIVERY RECEIPT - RECIBO DE ENTREGA

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".



ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".

JAO

TRAILER INTERCHANGE RECEIPT & INSPECTION REPORT NO. 16850

1972 OCT -5 PM 8:27 — TIME & DATE DISPATCHED

SEA-LAND SERVICE, INC.
CARIBBEAN OPERATING DIVISION
G.P.O. BOX 2648
SAN JUAN, PUERTO RICO 00936

1972 OCT -6 AM 9:51 — TIME & DATE RECEIVED

CUSTOMER CODE		TRACTOR NO.		FREE TIME STARTS	EXTENSION CODE LIST 1
BOSTON 74		13801 DER	901-297720		

QTY	REEFER	TANK	L/B	SOL	OTHER	CARRIER OUT	STATUS OUT	LD	MT	CARRIER IN	STATUS IN	LD	MT
						TRANSPORTE RAMOS		X					

CHECK ONE

CHASSIS NO.	TRAILER CHASSIS LICENSE NO.	TRACTOR LICENSE NO.	IN POOL DATE	OUT POOL DATE	CHECK (✓) BOX IF CUSTOMER CARTAGE
44538	A 97074	X-60055			☐

CUSTOMER NAME OUT: TWIN EXPRESS INC BOX 4444 SAN JUAN PR

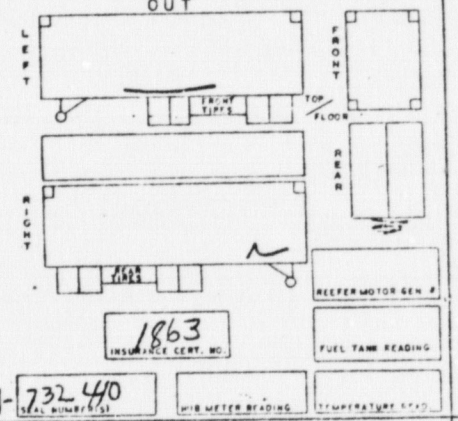
CUSTOMER NAME IN:

EXTENSION CODE EXPLANATION (CIRCLE APPLICABLE CODE): 1-DAMAGED EQUIPMENT, 2-CARGO REHANDLED (LEAVE ON ORIGINAL) 3-GROUNDED, 4-OUT PORT CARGO, 5-DOCUMENTATION, 6-REV. MAIL GOVT, 7-CONSOLIDATION, 8-OTHER

CONTAINER & CHASSIS INSPECTION

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. IF NO EXCEPTION USE CHECK (✓) MARK. USE FOLLOWING SYMBOLS FOR EXCEPTIONS: M-MISSING, C-CUT, S-SCRATCH, D-DENTED, B-BROKEN, H-HOLE
TIRE LEGEND: "B"-BALD, "F"-FOREIGN, "N"-NEW, "½"-HALF SPREAD

OUT



1863 INSURANCE CERT. NO.

FUEL TANK READING

901-732440 SEAL NUMBER(S)

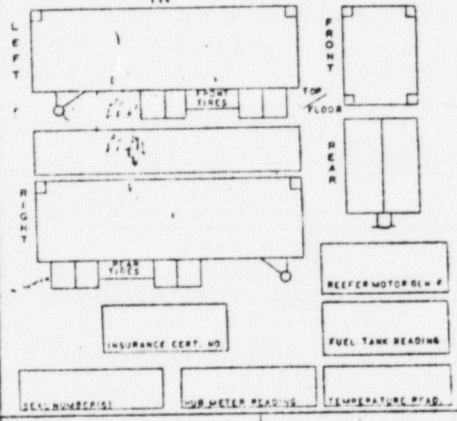
HUB METER READING

TEMPERATURE READ.

BRAKES	DOORS
WHEEL LUGS	CHASSIS
FLAPS	LANDING GEAR
LIGHTS ✓	COUPLERS
CLEARANCE ✓ STOP	TAIL INDICATOR ✓

REMARKS

IN



INSURANCE CERT. NO.

FUEL TANK READING

SEAL NUMBER(S)

HUB METER READING

TEMPERATURE READ.

BRAKES	DOORS
WHEEL LUGS	CHASSIS
FLAPS	LANDING GEAR
LIGHTS	COUPLERS
CLEARANCE STOP	TAIL INDICATOR

REMARKS

BY SIGNATURE HEREUNDER LESSEE ACCEPTS CARE, CUSTODY AND CONTROL OF CONTAINER OR EQUIPMENT AND CHASSIS AS INDICATED ABOVE, SUBJECT TO ALL TERMS AND CONDITIONS OF THE MASTER TRAILER INTERCHANGE AGREEMENT BETWEEN LESSOR AND LESSEE.

DRIVER SIGNATURE OUT

CHECKED OUT

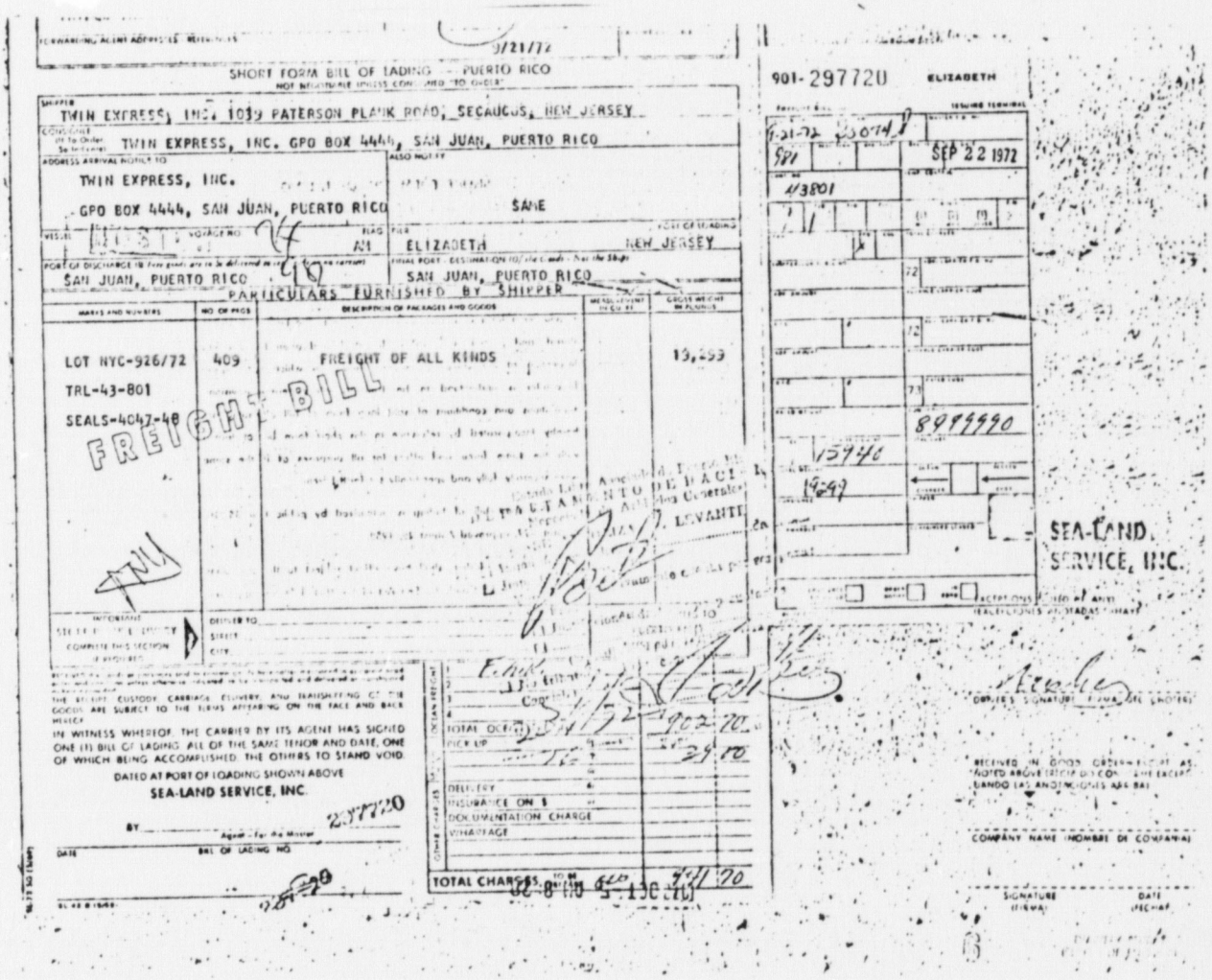
DRIVER SIGNATURE IN

CHECKED IN

HISTORY FILE - COPY 2

ONLY COPY AVAILABLE

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".



SHORT FORM BILL OF LADING — PUERTO RICO

NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

SHIPPER: TWIN EXPRESS, INC. 1039 PATERSON PLANK ROAD, SECAUCUS, NEW JERSEY

CONSIGNEE (If to Order, So Indicate): TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ADDRESS ARRIVAL NOTICE TO: TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ALSO NOTIFY: SAME

VESSEL: VOYAGE NO. 74 FLAG: AM

PORT OF LOADING: ELIZABETH, NEW JERSEY

PORT OF DISCHARGE: SAN JUAN, PUERTO RICO

FINAL PORT-DESTINATION: SAN JUAN, PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT IN POUNDS
LOT NYC-926/72 TRL-43-801 SEALS-4047-48	409	FREIGHT OF ALL KINDS		13,293

FREIGHT BILL

DELIVER TO: STREET: CITY:

IN WITNESS WHEREOF, THE CARRIER BY ITS AGENT HAS SIGNED ONE (1) BILL OF LADING ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED THE OTHERS TO STAND VOID.

DATED AT PORT OF LOADING SHOWN ABOVE

SEA-LAND SERVICE, INC.

BY _____ Agent - For the Master

DATE: BILL OF LADING NO.

TOTAL OCEAN FREIGHT	1902 20
PICK UP	24 00
DELIVERY	
INSURANCE ON $	
DOCUMENTATION CHARGE	
WHARFAGE	
TOTAL CHARGES	1926 20

901-297720 ELIZABETH

ISSUING TERMINAL

SEP 22 1972

SEA-LAND SERVICE, INC.

RECEIVED IN GOOD ORDER AND CONDITION AS NOTED ABOVE FOR DELIVERY AS CONSIGNED AND ENDORSED AS BELOW

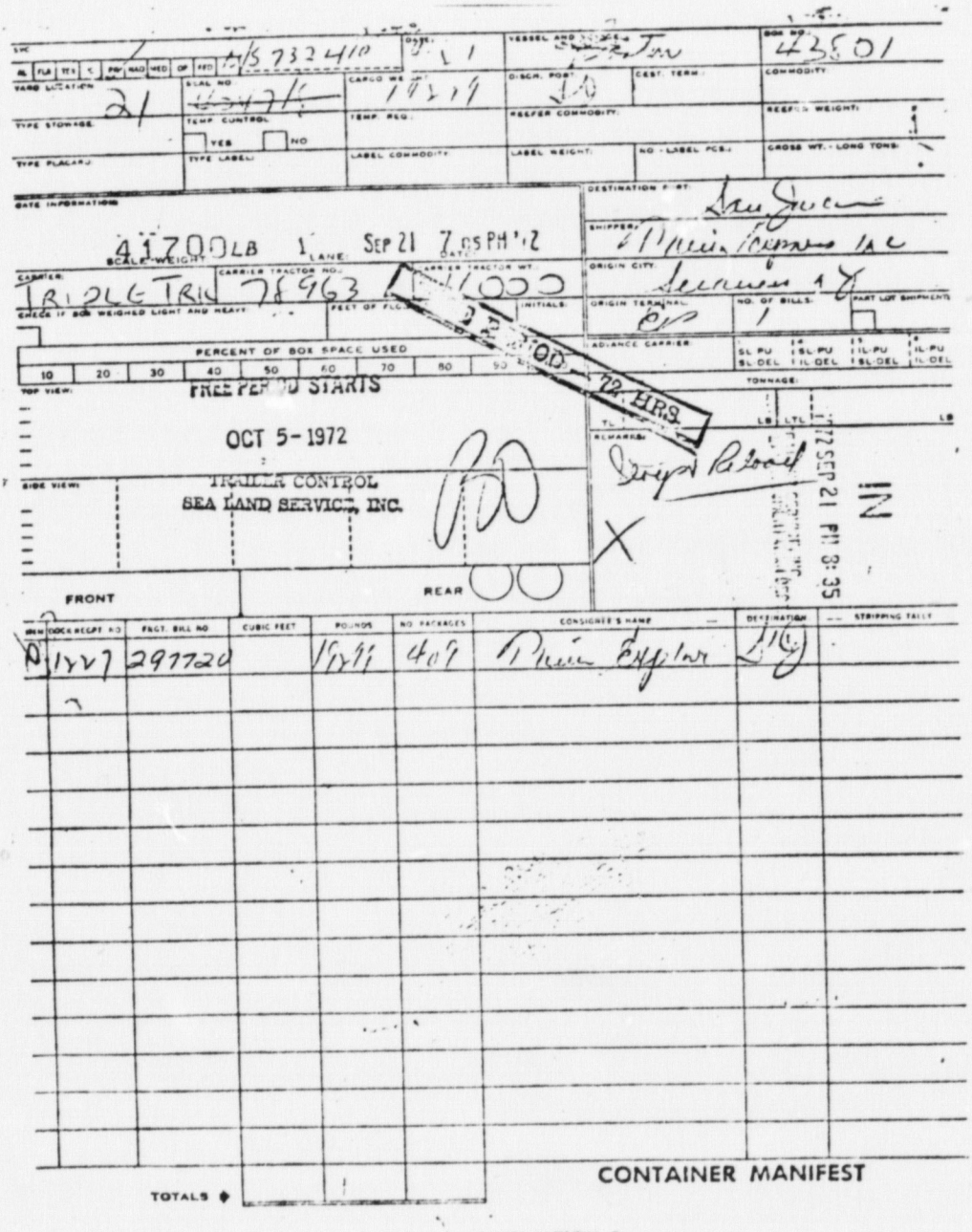
COMPANY NAME (NOMBRE DE COMPAÑIA)

SIGNATURE (FIRMA) DATE (FECHA)

ONLY COPY AVAILABLE

682(150)

Excerpts From Petitioner's (Twin) Exhibit "P(TW)-7".



Petitioner's (Twin) Exhibit "P(TW)-8".

SUMMARY OF SEA-LAND SERVICE, INC., SHIPPING DOCUMENTS FOR CONTAINERS SHIPPED FOR TWIN EXPRESS, INC., DURING FOUR SAMPLE MONTHS OF JANUARY, 1972, APRIL, 1972, JULY 1972, AND OCTOBER, 1972

JANUARY 1972

LOT NUMBER	BILL OF LADING SEAL NUMBER	BILL OF LADING TRAILER NUMBER	TIR SEAL NUMBER	TIR TRAILER NUMBER	BILL OF LADING DATE	SAILING DATE
NYC-1084	439-449	37-445	105510	37-445	12/23/71	12/28/71
NYC-1091	453-454	42-164	105628	42-164	12/28/71	1/3/72
Unreadable	Unreadable	Unreadable	105621	55-887	12/27/71	12/28/71
NYC-1038	447-448	55-645	105624	55-645	12/28/71	12/28/71
NYC-1094	451-452	33-600	5625	33-600	12/28/71	12/28/71
Unreadable	448-449	40-068	450	40-068	12/28/71	12/28/71
NYC-1090	451-452	33-600			12/28/71	12/28/71
NYC-1089	449-450	40-068			12/28/71	12/28/71
NYC-1092	455-456	48-878	105627	48-878	12/29/71	1/3/72
NYC-1093	457-458	33-620	105433	33-620	12/29/71	1/3/72
NYC-1094	459-460	38-229	105631	38-229	12/29/71	1/3/72
NYC-1096	463-464	32-728	105638	32-728	12/29/71	1/3/72
NYC-1097	465-466	64-893	466	64-893	12/29/71	1/3/72
NYC-1095	461-462	55-336	105632	55-336	12/29/71	1/3/72
NYC-1100	471-472	40-346	471	40-346	12/30/71	1/3/72
NYC-1099	469-470	50-387	105637	50-387	12/30/71	1/3/72
NYC-1101	473-474	60-425	105636	60-425	12/30/71	1/3/72
NYC-1098	467-468	65-496	106634	65-496	12/30/71	1/3/72
NYC-2/72	477-478	60-507	105660	60-507	1/3/72	1/4/72
NYC-1/72	475-476	68-331	105648	68-331	1/3/72	1/4/72
NYC-3/72	479-480	62-147	105669	62-147	1/4/72	1/7/72
NYC-4/72	481-482	65-971	105671	65-971	1/4/72	1/7/72
NYC-6/72	485-486	39-726	105670	39-726	1/5/72	1/7/72
NYC-7/72	487-489	45-820	105667	45-820	1/5/72	1/7/72
NYC-5/72	483-484	65-353	105668	65-353	1/5/72	1/7/72
NYC-8/72	489-490	41-230			1/6/72	1/6/72
NYC-9/72	491-492	67-030	105674	67-030	1/6/72	1/11/72
NYC-11/72	495-496	36-776	105677	36-776	1/6/72	1/7/72
NYC-10/72	493-494	52-238	105681	52-238	1/6/72	1/7/72
NYC-15/72	503-504	68-320	105689	68-320	1/7/72	1/12/72
NYC-13/72	499-500	41-895	105685	41-895	1/7/72	1/12/72
NYC-14/72	501-502	61-143	105684	61-143	1/7/72	1/12/72
NYC-12/72	497-498	54-135	105686	54-135	1/7/72	1/12/72
NYC-17/72	507-508	38-123	105694	38-123	1/10/72	1/12/72
NYC-16/72	505-506	88-822	105693	88-822	1/10/72	1/12/72
NYC-20/72	513-514	56-204	105698	56-204	1/11/72	1/12/72
NYC-21/72	515-516	51-988	236017	51-988	1/12/72	1/12/72
NYC-18/72	509-510	48-231	510	48-231	1/11/72	1/12/72

Petitioner's (Twin) Exhibit "P(TW)-8".

JANUARY 1972

LOT NUMBER	BILL OF LADING SEAL NUMBER	BILL OF LADING TRAILER NUMBER	TIR SEAL NUMBER	TIR TRAILER NUMBER	BILL OF LADING DATE	SAILING DATE
NYC-19/72	511-512	38-471	105095	38-471	1/11/72	1/12/72
NYC-23/72	519-520	58-040	236024	58-040	1/12/72	1/14/72
NYC-26/72	525-526	63-086	236030	63-086	1/13/72	1/15/72
NYC-26/72	523-524	88-900	236028	88-900	1/13/72	1/15/72
NYC-24/72	521-522	50-017	236029	50-017	1/13/72	1/15/72
NYC-28/72	529-530	40-073	236037	40-073	1/14/72	1/15/72
		33-506	3819	33-506		1/12/72
NYC-27/72	527-528	43-786	230036	43-786	1/14/72	1/15/72
NYC-30/72	533-534	57-985	236039	57-985	1/14/72	1/15/72
NYC-31/72	535-536	47-774	236038	47-774	1/14/72	1/15/72
NYC-25/72	331-332	61-713			1/14/72	1/15/72
NYC-29/72	531-532	60-713	236034		1/14/72	1/15/72
NYC-34/72	541-542	62-357	236047	62-357	1/17/72	1/18/72
NYC-35/72	539-540	58-451	236045	58-451	1/17/72	1/18/72
NYC-37/72	537-538	36-054	236052	36-054	1/18/72	1/19/72
NYC-38/72	549-550	55-397	Unreadable	55-397	1/18/72	1/19/72
NYC-39/72	551-552	59-632	Unreadable	59-632	1/18/72	1/19/72
NYC-36/72	545-546	55-802	236048	55-802	1/18/72	1/19/72
NYC-32/72	547-548	65-020	Unreadable	65-020	1/18/72	1/19/72
NYC-42/72	557-558	42/72	236068	44-386	1/19/72	1/22/72
NYC-41/72	555-556	42-700	236063	42-700	1/19/72	1/22/72
NYC-40/72	553-554	60-220	236059	60-220	1/15/72	1/22/72
NYC-46/72	565-566	53-136	236086	53-136	1/20/72	1/22/72
NYC-43/72	559-560	40-980	560	40-980	1/20/72	1/22/72
NYC-44/72	561-562	66-956	236072	66-956	1/20/72	1/22/72
NYC-45/72	563-564	37-499	236069	37-499	1/20/72	1/22/72
NYC-50/72	575-576	40-759	236090	40-759	1/21/72	1/22/72
NYC-51/72	577-576	44-824	236091	44-824	1/21/72	1/22/72
NYC-49/72	573-574	43-511	236092	43-511	1/21/72	1/22/72
NYC-47/72	569-570	40-719	236084	40-719	1/21/72	1/22/72
NYC-56/72	585-586	56-649	236102	56-649	1/24/72	1/27/72
NYC-53/72	581-582	46-044	36095	46-044	1/24/72	1/27/72
NYC-55/72	583-584	60-450	236097	60-450	1/24/72	1/25/72
NYC-52/72	579-580	46-015	236094	46-015	1/24/72	1/27/72
NYC-57/72	587-588	55-869	236100	55-869	1/25/72	1/27/72
NYC-62/72	597-598	47-923	236111	47-923	1/25/72	1/27/72
NYC-61/72	595-596	53-673	236108	53-673	1/25/72	1/27/72
NYC-58/72	589-590	53-194	236099	53-194	1/25/72	1/27/72

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Petitioner's (Twin) Exhibit "P(TW)-8".

JANUARY 1972

LOT NUMBER	BILL OF LADING SEAL NUMBER	BILL OF LADING TRAILER NUMBER	TIR SEAL NUMBER	TIR TRAILER NUMBER	BILL OF LADING DATE	SAILING DATE
NYC-59/72	591-592	64-052	236105	64-052	1/25/72	1/27/72
NYC-60/72	593-594	56-200	236107	56-200	1/25/72	1/27/72
NYC-63/72	599-600	57-060	600	57-860	1/26/72	1/29/72
NYC-47/72	567-568	37-487	236087	37-487		1/22/72
NYC-49/72	571-572	60-943	236038	60-943		1/22/72
NYC-35/72	543-544		236049	52-235		1/19/72

686a

Petitioner's (Twin) Exhibit "P(TW)-8".

APRIL 1972

LOT NUMBER	BILL OF LADING SEAL NUMBER	BILL OF LADING TRAILER NUMBER	TIR SEAL NUMBER	TIR TRAILER NUMBER	BILL OF LADING DATE	SAILING DATE
					3/20/72	3/31/72
NYC-365/72	3253-3254	68-768			3/20/72	3/21/72
NYC-360/72	3243-3244	56-582			3/24/72	3/25/72
NYC-333/72	3203-3204	38-072			3/25/72	3/28/72
NYC-340/72	3213-3214	58-634	520550	58-634	3/25/72	3/28/72
NYC-337/72	3209-3210	53-961	20548	53-961	3/25/72	3/28/72
NYC-338/72	3211-3212	38-075	3212	38-075	3/27/72	3/28/72
NYC-349/72	3227-3228	59-235	3227	59-235	3/27/72	3/28/72
NYC-346/72	3221-3222	63-912	520562	63-912	3/27/72	3/28/72
NYC-348/72	3225-3226	54-169	520568	54-169	3/27/72	3/28/72
NYC-343/72	3219-3220	47-357	20559	47-357	3/27/72	3/28/72
NYC-342/72	3217-3218	40-502	20558	40-502	3/27/72	3/28/72
NYC-341/72	3215-3216	42-064	520557	42-064	3/28/72	3/28/72
NYC-351/72	3233-3234	32-616	20566	32-616	3/28/72	3/28/72
NYC-352/72	3231-3232	52-834	20567	52-834	3/27/72	3/28/72
NYC-349/72	3227-3228	59-235			3/27/72	3/28/72
NYC-347/72	3223-3224	51-897	20560	51-897	3/27/72	3/28/72
NYC-348/72	3225-3226	54-169			3/27/72	3/28/72
NYC-346/72	3221-3222	63-912			3/28/72	3/28/72
NYC-351/72	3233-3234	32/616			3/28/72	3/31/72
NYC-353/72	3235-3236	68-445	520571	68-445	3/29/72	3/31/72
NYC-355/72	3337-3338	48-281	520773	48-281	3/29/72	3/31/72
NYC-356/72	3239-3240	54-309		54-309	3/29/72	3/31/72
NYC-359/72	3253-3254	68-768	212034	68-768	3/29/72	3/31/72
NYC-358/72	3241-3242	67-999	520577	67-999	3/29/72	3/31/72
NYC-361/72	3245-3246	67-461			3/29/72	3/31/72
NYC-363/72	3249-3250	60-513	520586	60-513	3/29/72	3/31/72
NYC-362/72	3247-3248	64-589	212026	64-589	3/29/72	3/31/72
NYC-361/72	3245-3246	67-461	520589	67-461	3/30/72	3/31/72
NYC-356/72	3255-3256	35-229	520592	35-229	3/30/72	3/31/72
NYC-364/72	3251-3252	36-936	3252	36-936	4/1/72	4/4/72
NYC-368/72	3257-3258	50-773	520598	50-773	4/3/72	4/4/72
NYC-372/72	3259-3260	68-476	522103	68-476	4/6/72	4/8/72
NYC-388/72	3278-3279	50-628	522120	50-628	4/5/72	4/8/72
NYC-384/72	3270-3271	37-548	522113	37-548	4/5/72	4/8/72
NYC-383/72	700-3269	31-392	700	31-392	4/5/72	4/8/72
NYC-382/72	3267-3268	40-982	522114	40-982	4/5/72	4/8/72
NYC-379/72	3265-3266	57-213	522111	57-213	4/5/72	4/8/72
NYC-377/72	3263-3264	62-203	522110	62-203	4/5/72	4/8/72

Petitioner's (Twin) Exhibit "P(TW)-8".

APRIL 1972

LOT NUMBER	BILL OF LADING SEAL NUMBER	BILL OF LADING TRAILER NUMBER	TIR SEAL NUMBER	TIR TRAILER NUMBER	BILL OF LADING DATE	SAILING DATE
NYC-389/72	3280-3281	63-924	522121	63-924	4/6/72	4/8/72
NYC-387/72	3276-3277	35-491	3276	35-491	4/6/72	4/8/72
NYC-385/72	3272-3273	38-150	522118	38-150	4/6/72	4/8/72
NYC-393/72	3288-3289	39-379	522131	39-379	4/7/72	4/14/72
NYC-392/72	3286-3287	36-394	3286	36-394	4/7/72	4/8/72
NYC-391/72	3284-3285	67-433			4/7/72	4/8/72
NYC-398/72	3292-3293	64-014	522133	64-014	4/10/72	4/11/72
NYC-399/72	3294-3295	59-823	522134	59-823	4/10/72	4/11/72
NYC-400/72	3301-3302	65-090	3301	65-090	4/11/72	4/12/72
NYC-402/72	3298-3299	63-429	522140	63-429	4/11/72	4/12/72
NYC-404/72	3303-3304	33-256	522139	33-256	4/11/72	4/12/72
NYC-401/72	3296-3297	61-312	3297	61-312	4/11/72	4/12/72
NYC-412/72	3311-3312	36-099	522149	36-099	4/12/72	4/15/72
NYC-417/72	3317-3318	51-498	522155	51-498	4/13/72	4/11/72
NYC-418/72	3319-3320	64-517	522156	64-517	4/13/72	4/16/72
NYC-414/72	3315-3316	41-161	522157	41-161	4/13/72	4/15/72
NYC-424/72	3327-3328	88-849	522164	88-849	4/14/72	4/16/72
NYC-426/72	3331-3332	55-292	522168	55-292	4/14/72	4/16/72
NYC-425/72	3329-3330	59-387	522165	59-387	4/14/72	4/16/72
NYC-434/72	3337-3338	57-100	522178	57-100	4/17/72	4/18/72
NYC-429/72	3333-3334	46-350	522175	46-350	4/17/72	4/18/72
NYC-435/72	3325-3326	55-603	522186	55-603	4/17/72	4/18/72
NYC-433/72	3339-3342	57-433	522179	47-433	4/17/72	4/18/72
NYC-430/72	3335-3336	61-504	518176	61-504	4/17/72	4/18/72
NYC-421/72	3316-3317	42-827	522177	42-827	4/17/72	4/18/72
NYC-432/72	3347-3348	54-608	522195	54-608	4/18/72	4/21/72
NYC-436/72	3349-3350	53-709	522196	53-709	4/18/72	4/20/72
NYC-427/72	3345-3346	50-281	522189	50-281	4/18/72	4/19/72
NYC-441/72	3355-3356	61-261	522201	61-261	4/19/72	4/21/72
NYC-440/72	3353-3354	44-376	522147	44-376	4/19/72	4/21/72
NYC-442/72	3357-3358	65-629	522214	65-629	4/19/72	4/21/72
NYC-447/72	3363-3364	48-918	522211	48-918	4/20/72	4/21/72
NYC-446/72	3361-3362	61-390	522210	61-390	4/20/72	4/21/72
NYC-445/72	3375-3376	34-439	522231	34-439	4/21/72	4/25/72
NYC-452/72	3373-3374	41-140	522228	41-104	4/21/72	4/21/72
NYC-449/72	3367-3368	39-928	522225	39-928	4/21/72	4/21/72
NYC-450/72	3369-3370	44-089	522227	44-089	4/21/72	4/21/72
NYC-451/72	3371-3372	63-808	522229	63-808	4/21/72	4/25/72
NYC-454/72	3377-3378	40-915	2230	40-915	4/22/72	4/25/72

688a

Petitioner's (Twin) Exhibit "P(TW)-8".

APRIL 1972

LOT NUMBER	BILL OF LADING SEAL NUMBER	BILL OF LADING TRAILER NUMBER	TIR SEAL NUMBER	TIR TRAILER NUMBER	BILL OF LADING DATE	SAILING DATE
NYC-456/72	3379-3380	53-756	522232	53-756	4/24/72	4/25/72
NYC-457/72	3381/3382	55-120	20866	55-120	4/24/72	4/25/72
NYC-459/72	3383-3384	50-912	522237	50-912	4/25/72	4/25/72
NYC-462/72	3387-3388	48-914	522241	48-914	4/25/72	4/25/72
NYC-464/72	3391-3392	56-301	3392	56-301	4/25/72	4/25/72
NYC-461/72	3385-3386	44-062	522239	44-062	4/25/72	4/25/72
NYC-465/72	3393-3394	56-786	523248	56-786	4/26/72	4/27/72
NYC-460/72	4369-4370	41-810	522234	41-810		4/25/72
NYC-448/72	3365-3366	35-324	22217			4/21/72
NYC-443/72	3360-3359	41-949	3360	41-949		4/21/72
NYC-437/72	3351-3352	64-709	522202	64-709		4/21/72
NYC-429/72	3343-3344	35-117	5344	35-117		4/19/72
NYC-420/72	3323-3324	64-551	3324	64-551		4/16/72
NYC-419/72	3321-3322	55-750	3322	55-750		4/16/72
NYC-408/72	3307-3308	52-481	522145	52-481		4/15/72
NYC-408/72	3309-3310	53-217	522144	53-217		4/15/72
NYC-413/72	3313-3314	65-003	522153	65-003		4/15/72
NYC-407/72	3305-3306	60-474	522150	60-474		4/15/72
NYC-396/72	3290-3291	58-963	522130	58-963		4/14/72
Unreadable	Unreadable	67-433	520764	67-433		4/8/72
NYC-386/72	3274-3275	43-014	522116	43-014		4/8/72
NYC-378/72	3261-3262	59-860	522106	59-860		4/4/72
NYC-375/72	3261-3262	59-860				4/4/72
NYC-344/72	3229-3230	59-100	620564	59-100		3/28/72
NYC-390/72	3282-3283	44-972	3282	44-972		4/8/72

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Petitioner's (Twin) Exhibit "P(TW)-8".

JULY 1972

LOT NUMBER	BILL OF LADING SEAL NUMBER	BILL OF LADING TRAILER NUMBER	TIR SEAL NUMBER	TIR TRAILER NUMBER	BILL OF LADING DATE	SAILING DATE
NY-644	3677-3678	55-841	665129	55-841	6/29/72	6/28/72
NYC-649/72	3685-3686	47-644	665143	47-644	6/27/72	6/28/72
NYC-645/72	3679-3680	45-128	66533	45-128	6/27/72	6/28/72
NYC-430	3687-3688	54-855	665149	54-855	6/27/72	6/28/72
NYC-648/72	3863-3684	54-537	665146	54-537	6/27/72	6/28/72
NYC-647/72	3681-3682	68-101	5138	68-101	6/27/72	6/28/72
NYC-668	4471-4472	48-038	665170	48-038	6/30/72	7/1/72
NYC-654/72	3691-3692	47-665	3692	47-665	6/29/72	7/1/72
NY-652/72	3689-3690	43-983	665157	43-983	6/29/72	6/30/72
Unreadable	4458-4459	53-874	665176	53-874	6/30/72	7/1/72
NYC-3[illegible]2/72	3699-3700	61-553	665168	61-553	6/30/72	7/1/72
NYC660/72	3697-3698	61-073	665167	61-073	6/30/72	7/1/72
NYC-656/72	3695-3696	48-938	665165	48-938	6/30/72	7/1/72
NYC-657/72	3693-3694	64-364	665163	64-364	6/30/72	7/1/71
NYC-665/72	3701-3702	63-761	5779	63-761	7/3/72	7/5/72
NYC-666/72	3703-3704	40-733	3704	40-733	7/5/72	7/4/72
NYC-690/72	3731-3732	53-578			7/14/72	7/15/72
NYC-711/72	3759-3760	55-571			7/25/72	7/25/72
NYC-670/72	3705-3706	52-704	665188	52-704	7/6/72	7/8/72
NYC-673/72	3709-3710	42-235	665199	42-235	7/7/72	7/8/72
NYC-672/72	3707-3708	55-829	5195	55-829	7/7/72	7/8/72
NYC-674/72	3711-3712	64-599	667005	64-599	7/10/72	7/12/72
NYC-677/72	2717-3718	43-884	665200	43-884	7/10/72	7/12/72
NYC-676/72	3715-3716	38-721	667003	38-721	7/10/72	7/12/72
NYC-675/72	3713-3714	49-969	667001	49-969	7/10/72	7/12/72
Unreadable	3733-3734	54-378	667014	54-378	7/11/72	7/12/72
Unreadable	Unreadable	42-506	667009	42-506	7/11/71	7/12/72
Unreadable	3721-3722	40-343	667011	40-343	7/11/72	7/12/72
NYC-683/72	3725-3726	66-985	667016	66-985	7/12/72	7/14/72
Unreadable	3727-3728	67-701	667027	67-70[illegible]	7/13/72	7/14/72
691/72	3733-3734	41-605	667041	41-60[illegible]	7/14/72	7/15/72
NYC697/72	3735-3736	40-631	667057	40-631	7/17/72	7/18/72
NYC-695/72	3739-3740	48-691	901-667000	48-691	7/18/72	7/18/72
NYC694/72	3737-3738	43-068	901-667058	43-068	7/18/72	7/18/72
NYC-700/72	3743-3744	40-976	667077	40-976	7/20/72	7/20/72
NYC701/72	3745-3746	35-696	3745	35-696	7/20/72	7/20/72
NYC696/72	3741-3742	54-861	901-667075	54-861	7/20/72	7/20/72
NYC-704/72	3749-3750	39-375	3749	39-375	7/21/72	7/20/72

Petitioner's (Twin) Exhibit "P(TW)-8".

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JULY 1972

LOT NUMBER	BILL OF LADING SEAL NUMBER	BILL OF LADING TRAILER NUMBER	TIR SEAL NUMBER	TIR TRAILER NUMBER	BILL OF LADING DATE	SAILING DATE
NYC-703/72	3747-3748	65-528	667089	65-528	7/21/72	7/22/72
NYC-705/72	3751-3752	46-136	3752	46-136	7/21/72	7/22/72
NYC-706/72	3753-3754	43-460	667085	43-460	7/21/72	7/22/72
NYC-709/72	3757-3758	46-561	901-667099	46-561	7/24/72	7/25/72
NYC-707/72	3755-3756	60-905	667095	60-905	7/24/72	7/25/72

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Petitioner's (Twin) Exhibit "P(TW)-8".

OCTOBER 1972

LOT NUMBER	BILL OF LADING SEAL NUMBER	BILL OF LADING TRAILER NUMBER	TIR SEAL NUMBER	TIR TRAILER NUMBER	BILL OF LADING DATE	SAILING DATE
NYC919/72	4041-42	42-243	732409	42243	9/20/72	9/21/72
NYC922/72	4043-44	47-903	4043	47903	9/21/72	9/21/72
NYC923/72	4045-46	57-403	132498	57403	9/21/72	9/21/72
NYC926/72	4047-48	43-801	901-732410	43801	9/21/72	9/21/72
	8327-28	38-028	2106671	38028	9/28/72	10/7/72
NYC963/72	4053-54	54-983	733996	54983	10/2/72	10/5/72
NYC962/72	4051-52	65-388	4052	65388	10/2/72	10/5/72
NYC964/72	4055-56	66-202	733994	66202	10/2/72	10/5/72
NYC981/72	4065-66	68-475	734102	68475	10/5/72	10/5/72
NYC977/72	4059-60	70-029	734103	70029	10/5/72	10/5/72
NYC980/72	4063-64	70-316	981734106	70316	10/5/72	10/7/72
NYC974/74	4058-59	61474	4057	61474	10/5/72	10/5/72
NYC978/72	4061-62	53-351	734101	53351	10/5/72	10/5/72
NYC987/72	4077-78	35-016	734118	35016	10/6/72	10/7/72
NYC 985/72	4071-72	62-028	901374110	67028	10/6/72	10/7/72
NYC986/72	4073-74	58-019	901734117	58019	10/6/72	10/7/72
NYC983/72	4069-70	54-032	734108	54032	10/6/72	10/7/72
NYC982/72	4067-68	44-261	901734107	44261	10/6/72	10/7/72
YC988/72	4079-80	53-608	4079	53608	10/7/72	10/7/72
NYC989/72	4081-82	60-882	4082	60882	10/7/72	10/7/72
NYC994/72	4085-86	39-447	4086	39447	10/11/72	10/12/72
NYC993/72	4083-84	54-677	734144	54677	10/11/72	10/12/72
NYC1008/72	4093-94	53-006	734152	53006	10/12/72	10/15/72
NYC995/72	4087-88	66-164	734140	66164	10/11/72	10/12/72
NYC1005/72	4089-90	55-972	734145	55972	10/12/72	10/12/72
NYC1007/72	4091-92	33-532	901734149	33532	10/12/72	10/12/72
NYC1010/72	4099-4100	71-778	734161	71778	10/13/72	10/15/72
NYC1009/72	4095-96	55-185	4095	55185	10/13/72	10/15/72
NYC1012/72	4103-04	53-904	734180	53904	10/13/72	10/17/72
NYC1017/72	4111-12	70-086	734170	70086	10/13/72	10/15/72
NYC1016/72	4109-10	52-665	734171	52665	10/13/72	10/15/72
NYC1011/72	4097-98	50-171	4098	50171	10/13/72	10/15/72
NYC1013/72	4101-02	60-727	901734178	60727	10/13/72	10/17/72
NYC1014/72	4105-06	56-314	734161	56314	10/13/72	10/17/72
NYC1015/72	4107-08	40-919	no TIR	no TIR	10/13/72	10/15/72
NYC1020/72	4117-18	66-603	4117	66603	10/14/72	10/15/72
NYC1018/72	4113-14	56-476	4114	56476	10/14/72	10/15/72

Petitioner's (Twin) Exhibit "P(TW)-8".

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LOT NUMBER	BILL OF LADING SEAL NUMBER	BILL OF LADING TRAILER NUMBER	TIR SEAL NUMBER	TIR TRAILER NUMBER	BILL OF LADING DATE	SAILING DATE
NYC1019/72	4115-16	48-391	734176	48391	10/14/72	10/15/72
NYC1026/72	4121-22	34-746	734137	34746	10/16/72	10/17/72
NYC1024/72	4119-20	37-521	734180	37521	10/16/72	10/17/72
NYC1028/72	4127-28	39-057	734189	39057	10/17/72	10/17/72
NYC1025/72	4125-26	66-385	4126	66385	10/17/72	10/17/72
NYC1031/72	4133-34	60-401	734197	60401	10/17/72	10/19/72
NYC1030/72	4131-32	70-981	734194	70981	10/17/72	10/17/72
NYC1032/72	4135-36	61-318	670109	61318	10/18/72	10/19/72
NYC1134/72	4139-40	56-652	734198	56652	10/18/72	10/19/72
NYC1041/72	4145-46	63-450	no TIR	no TIR	10/18/72	10/19/72
NYC1033/72	4137-38	58-628	670108	58628	10/18/72	10/19/72
NYC1039/72	4143-44	54-235	734199	54235	10/18/72	10/19/72
NYC1043/72	4149-50	43-921	670105	43921	10/18/72	10/19/72
NYC1035/72	4141-42	64-158	670119	64158	10/18/72	10/19/72
NYC1042/72	4147-48	52-522	670107	52522	10/18/72	10/19/72
NYC1045/72	4151-52	47-334	70132	47334	10/19/72	10/23/72
NYC1046/72	4153-54	53-876	670118	53876	10/19/72	10/19/72
NYC1048/72	4155-56	53-620	670124	53620	10/20/72	10/23/72
NYC1051/72	4163/64	48-162	184163	48162	10/20/72	10/23/72
NYC1058/72	4167-68	60-055	4167	60055	10/20/72	10/23/72
NYC1054/72	4165-66	57-969	671034	57969	10/20/72	10/23/72
NYC1053/73	4161-62	36-868	670128	36868	10/20/72	10/23/72
NYC1049/72	4157/58	47-598	670127	47598	10/20/72	10/23/72
NYC1050/72	4159/60	58-271	4159	58271	10/20/72	10/23/72
NYC1055/72	4169-70	60-754	4169	60754	10/21/72	10/23/72
NYC1060/72	4177-78	53-821	670139	53821	10/24/72	10/25/72
NYC1057/72	4171-72	36-198	0143	36198	10/24/72	10/26/72
NYC1058/72	4173-74	57-604	670151	576--	10/24/72	10/26/72
NYC1063/72	4183-84	54-862	4184	54862	10/24/72	10/26/72
NYC1062/72	4181-82	40-354	4182	40354	10/24/72	10/25/72
NYC1061/72	4179-80	54-224	670140	54224	10/24/72	10/25/72
NYC1066/72	4189-90	35-553	670150	33553	10/25/72	10/26/72
NYC1065/72	4187-88	63-709	no TIR	no TIR	10/25/72	10/26/72
NYC1064/72	4185-86	37-181	no TIR	noTIR	10/25/72	10/26/72
NYC1067/72	4191-92	44-335	670152	44335	10/25/72	10/26/72
NYC1069/72	4193-94	45-622	670156	45622	10/26/72	10/26/72
NYC1070/72	4195-96	44-617	670161	44617	10/26/72	10/26/72
NYC1027	4123-24	37-667	734198	37667	no date	10/17/72

Petitioner's (Twin) Exhibit "P(TW)-8".

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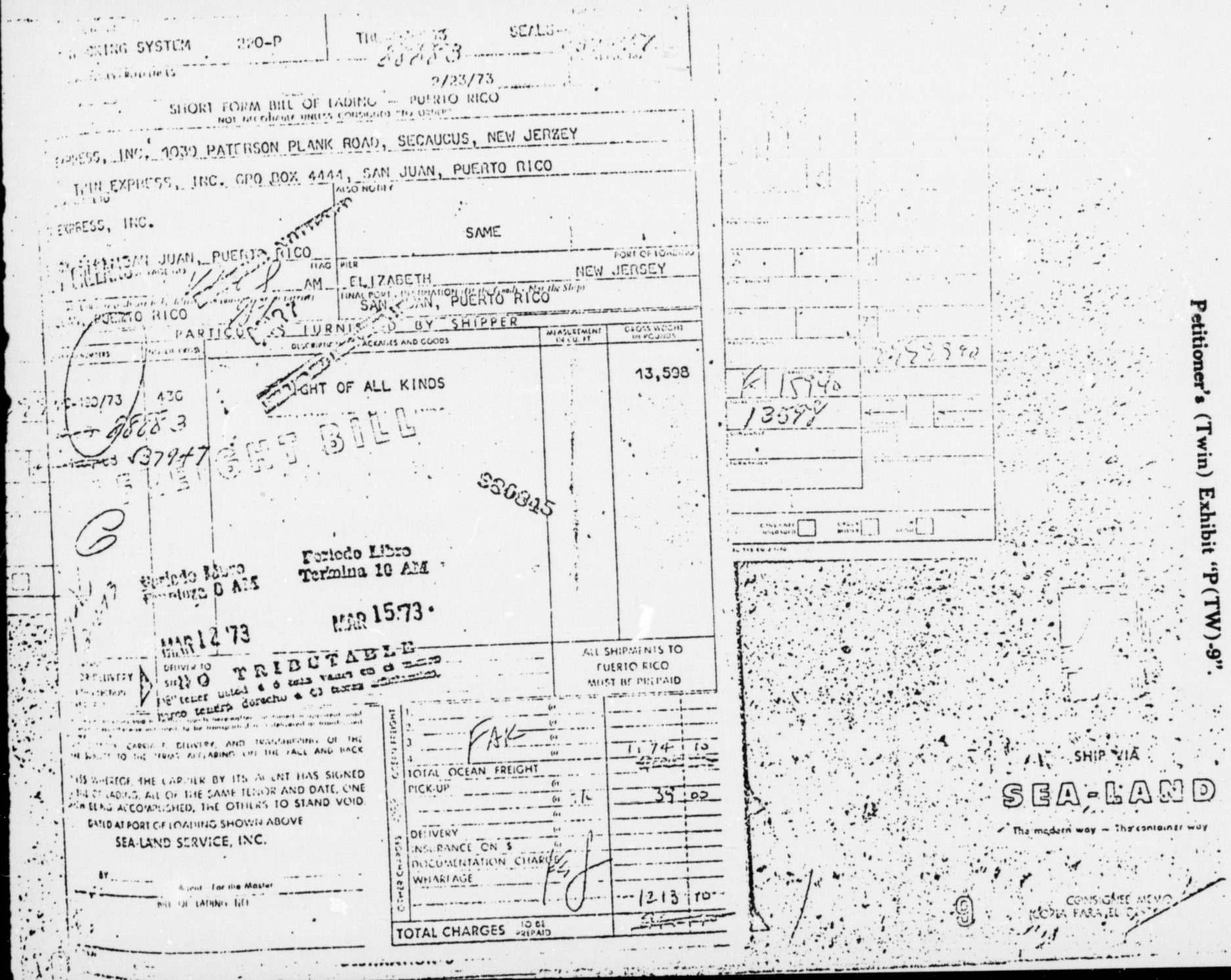
Petitioner's (Twin) Exhibit "P(TW)-9".



BOOKING SYSTEM 220-P

SEALS

SHORT FORM BILL OF LADING — PUERTO RICO

NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"

EXPRESS, INC., 1030 PATERSON PLANK ROAD, SECAUCUS, NEW JERSEY

TWIN EXPRESS, INC. GPO BOX 4444, SAN JUAN, PUERTO RICO

ALSO NOTIFY

EXPRESS, INC.

SAME

SAN JUAN, PUERTO RICO

FLAG AM

PIER ELIZABETH

PORT OF LOADING NEW JERSEY

FINAL PORT - DESTINATION (For the Carrier - Not the Ship)

SAN JUAN, PUERTO RICO

PUERTO RICO

PARTICULARS FURNISHED BY SHIPPER

MARKS & NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT IN CU. FT	GROSS WEIGHT IN POUNDS
3-30/73	430	FREIGHT OF ALL KINDS		13,598

Puerto Rico Termina 10 AM

MAR 15 73

MAR 14 73

SEA-LAND SERVICE, INC.

By _____ Agent For the Master

OCEAN FREIGHT		1174 10
TOTAL OCEAN FREIGHT		
PICK-UP		39 02
DELIVERY		
INSURANCE ON $		
DOCUMENTATION CHARGES		
WHARFAGE		1213 10
TOTAL CHARGES TO BE PREPAID		

ALL SHIPMENTS TO PUERTO RICO MUST BE PREPAID

SHIP VIA

SEA-LAND

The modern way — the container way

CONSIGNEE MEMO COPIA PARA EL CLIENTE

Petitioner's (Twin) Exhibit "P(TW)-10".

RANDOM SAMPLING OF FEBRUARY AND MARCH 1973 BILL OF LADINGS FROM SEA-LAND

LOT NO.	DATE DELIVERED TO SEALAND	SAILING DATE	DATE TRUCKER NOTIFIED
NYC 174/73	2/21/73	2/27	3/2
NYC 173/73	2/21/73	2/27	3/2
170/73	2/20/73	2/27	3/2
171/73	2/21/73	2/27	3/2
185/73	2/22/73	3/5	3/7
180/73	2/22/73	3/5	3/7
192/73	2/23/73	3/5	3/7
190/73	2/23/73	3/5	3/7
201/73	2/27/73	3/6	3/10
206/73	2/27/73	3/6	3/10
205/73	2/27/73	3/6	3/10
243/73	2/28/73	3/6	3/10
218/73	2/28/73	3/6	3/10
219/73	2/28/73	3/6	3/10
212/73	2/28/73	3/6	3/10
226/73	3/1/73	3/8	3/12
227/73	3/1/73	3/8	3/12
228/73	3/1/73	3/8	3/12
224/73	3/2/73	3/11	3/15
229/73	3/2/73	3/11	3/15
232/73	3/5/73	3/11	3/15
233/73	3/5/73	3/8	3/12

Petitioner's (Twin) Exhibit "P(TW)-11f".

San Juan, February 4, 1974.

To the Board of Directors of
Twin Express, Inc.,
Carolina, Puerto Rico.

I have examined the Balance Sheet of TWIN EXPRESS, INC., as of December 31st., 1972, and related statement of Profit and Loss, for the period then ended. My examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as I considered necessary in the circumstances.

In my opinion the accompanying Balance Sheet and Profit and Loss Statement, present fairly the financial position of TWIN EXPRESS, INC., at December 31, 1972 and the results of its operations for the twelve months then ended in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

PRAXEDES SANTIAGO-ALVAREZ
CERTIFIED PUBLIC ACCOUNTANT
Puerto Rico

PRAXEDES SANTIAGO-ALVAREZ
LICENSE 7057
EXPIRES 12/1/74.

Petitioner's (Twin) Exhibit "P(TW)-11f".

TWIN EXPRESS, INC.

BALANCE SHEET

DECEMBER 31, 1972

A S S E T S

CURRENT ASSETS			
Cash on Hand and in Bank		$ 3,793.80	
Accounts Receivable	$ 538,747.46		
Less: Resv. for Bad Debts	16,162.42	522,585.04	
Accounts Receivable Others		36,090.15	
Miami Office		3,717.76	
TOTAL CURRENT ASSETS			$ 566,986.75
FIXED ASSETS			
Autos and Trucks	$ 33,790.85		
Less: Resv. for Depreciation	7,936.55	$ 25,854.30	
Equipment	$ 12,127.90		
Less: Resv. for Depreciation	3,704.23	8,423.67	
Furniture & Fixtures	$ 42,016.28		
Less: Resv. for Depreciation	9,123.74	32,892.54	
Lease Improvement - Net		8,274.42	
Tools		223.55	
TOTAL FIXED ASSETS			75,668.48
OTHER ASSETS			
Deposits		$ 10,228.16	
Prepaid Insurance		1,318.41	
Organization Expenses		175.00	
TOTAL OTHER ASSETS			11,721.57
TOTAL ASSETS			$ 654,376.80

Petitioner's (Twin) Exhibit "P(TW)-11f".

TWIN EXPRESS, INC.

BALANCE SHEET

DECEMBER 31, 1972

L I A B I L I T I E S & N E T W O R T H

CURRENT LIABILITIES

Accounts Payable Trade		$ 445,788.72	
Accounts PAyable Others		1,225.00	
Loan Payable		126,075.86	
Notes Payable		30,238.57	
Taxes Payable		6,260.40	
Income Tax Payable		14,037.37	
TOTAL CURRENT LIABILITIES			$ 623,625.92
NET WORTH			
Stock Issued		$ 25,000.00	
Profit for the Period	$ 38,502.52		
Less: Accumulated Deficit	32,751.64	5,750.88	
TOTAL NET WORTH			30,750.88
TOTAL LIABILITIES & NET WORTH			$ 654,376.80

Petitioner's (Twin) Exhibit "P(TW)-11f".

TWIN EXPRESS, INC.

INCOME STATEMENT

From January 1st. to December 31st.,.1972

NET INCOME		$ 3,690,343.65
OPERATION COST		
Ocean Freight	$ 1,937,430.42	
Handling and Services	571,383.98	
Payroll	354,703.81	
Trailer Expenses	93,383.50	
Rent	97,816.57	
Payroll Taxes	40,191.01	
Insurance	13,603.90	
Repair and Maintenance	27,947.46	
Miscellaneous Expenses	1,611.80	
Depreciation	4,101.97	
Bonus	2,426.32	3,149,601.74
GROSS PROFIT		$ 540,741.91
SELLING EXPENSES		
Entertainment	$ 12,899.41	
Travel Expenses	1,375.00	14,274.41
		$ 526,467.50
GENERAL EXPENSES		473,928.61
NET PROFIT FOR THE YEAR		$ 52,539.89
LESS; Income Tax		13,837.17
NET INCOME		$ 38,702.72

Petitioner's (Twin) Exhibit "P(TW)-11f".

TWIN EXPRESS, INC.

GENERAL EXPENSES

From January 1st. to December 31st., 1972

Office Salaries	$ 146,037.08
Officers Salaries	64,005.80
Accounting and Legal Fees	47,329.56
Claims	8,048.13
Telephone and Telegraph	32,842.59
Office Expenses	30,451.79
Interest	27,565.89
Payroll Taxes	17,044.98
Licenses and Taxes	14,989.07
Bad Debts	16,162.42
Vehicles Expenses	17,337.39
Depreciation	7,951.82
Postage and P. O. Box	7,006.97
Repair and Maintenance	5,189.67
Miscellaneous Expenses	5,088.56
Rent	4,733.69
Travel Expenses	4,603.27
Insurance	4,500.32
Light and Water	3,840.00
Rents Equipment	2,663.20
Bank Charges	2,531.69
Bonus	1,969.95
Dues and Suscriptions	1,916.71
TOTAL	$ 473,998.61

Petitioner's (Twin) Exhibit "P(TW)-11g".

San Juan, Nov. 19, 1973.

To the Board of Directors of
Twin Express, Inc.,
Carolina, Puerto Rico.

I have examined the Balance Sheet of TWIN EXPRESS, INC., as of Sept. 30th., 1973 and related statement of Profit and Loss, for the period then ended. My examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as I considered necessary in the circumstances.

In my opinion the accompanying Balance Sheet and Profit and Loss Statement, present fairly the financial position of TWIN EXPRESS, INC. at Sept. 30th., 1973 and the results of its operations for the nine months then ended in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

PRAXEDES SANTIAGO CERTIFIED PUBLIC ACCOUNTANT Puerto Rico

PRAXEDES SANTIAGO ALVAREZ C.P.A.
LICENSE 765
EXPIRES 12/1/73

Petitioner's (Twin) Exhibit "P(TW)-11g",

TWIN EXPRESS INC.

BALANCE SHEET

SEPT. 30, 1973

A S S E T S

CURRENT ASSETS			
Cash on Hand and in Bank		$ 15,973.45	
Accounts Receivable Trade	$ 608,056.90		
Less: Resv. for Bad Debts	18,241.71	589,815.19	
Accounts Receivable Others		27,612.66	
TOTAL CURRENT ASSETS			$ 633,401.30
FIXED ASSETS			
[illegible]os and Trucks	$ 26,518.85		
[illegible]: Resv. for Depreciation	11,102.27	$ 15,416.58	
[illegible]pment	$ 16,768.84		
[illegible]s: Resv. for Depreciation	5,020.67	11,748.17	
Furniture & Fixtures	$ 32,511.55		
Less: Resv. for Depreciation	11,885.07	20,626.48	
Lease Improvement - Net		9,520.61	
TOTAL FIXED ASSETS			57,311.84
OTHER ASSETS			
Deposits		$ 9,528.16	
Prepaid Insurance		2,137.70	
Organization Expenses		175.00	
TOTAL OTHER ASSETS			11,840.86
TOTAL ASSETS			$ 702,554.00

PRAXEDES SANTIAGO-ALVAREZ
CERTIFIED PUBLIC ACCOUNTANT
Puerto Rico

Petitioner's (Twin) Exhibit "P(TW)-11g".

TWIN EXPRESS INC.

BALANCE SHEET

SEPT. 30, 1973

L I A B I L I T I E S & N E T W O R T H

CURRENT LIABILITIES			
Banco Popular de Puerto Rico San Juan Office		$ 39,285.26	
Accounts Payable Trade		660,302.42	
Accounts Payable Others		369.27	
Loan Payable		125,000.00	
Note Payable		8,017.68	
Tax Payable		6,958.59	
TOTAL CURRENT LIABILITIES			$ 839,933.22
NET WORTH			
Stock Issued		$ 25,000.00	
Accumulated Deficit	$ 57,008.07		
Loss for the Period	105,371.15	(162,379.22)	
TOTAL NET WORTH			(137,379.22)
TOTAL LIABILITIES & NET WORTH			$ 702,554.00

NOTE: There is a contingent liability of approximately $29,000.00, subject to final decision of the Federal Maritime Commission, due to demurrage expense on trailers for the period of 1971-73.

PRAXEDES SANTIAGO ALVAREZ
CERTIFIED PUBLIC ACCOUNTANT
Puerto Rico

Petitioner's (Twin) Exhibit "P(TW)-11g".

TWIN EXPRESS INC.

INCOME STATEMENT

From January 1st. to Sept. 30, 1973

NET INCOME		$ 3,009,599.13
OPERATION COST		
Ocean Freight	$ 1,720,037.42	
Contract Trucking	216,101.34	
Warehouse Salaries	158,552.23	
Trailers Hauling	100,048.00	
Drivers Salaries	89,279.40	
Rent	84,556.22	
Equipment Rental	72,329.10	
Commissions	68,645.78	
Payroll Overhead	44,722.64	
Supervision Salaries	29,200.00	
Repair and Maintenance	25,879.95	
Other Salaries	22,049.83	
Insurance	16,036.18	
Claims	15,864.11	
Watchmen Service	11,786.10	
Helper Salaries	8,147.33	
Depreciation	3,957.92	
Miscellaneous	475.43	2,687,668.98
GROSS PROFIT		$ 321,930.15
SELLING EXPENSES		
Entertainment	$ 7,973.78	
Travel Expenses	375.00	8,348.78
		$ 313,581.37
GENERAL EXPENSES		418,952.52
LOSS FOR THE PERIOD		$ 105,371.15

PRAXEDES SANTIAGO ALVAREZ
CERTIFIED PUBLIC ACCOUNTANT
Puerto Rico

Petitioner's (Twin) Exhibit "P(TW)-11g".

TWIN EXPRESS INC.

GENERAL EXPENSES

From January 1st. to Sept. 30, 1973

Office Salaries	$ 124,829.27
Legal	55,404.36
Officers Salaries	52,723.00
Interest	16,396.71
Bad Debts	18,241.71
Telephone and Telegraph	16,034.39
Data Processing	15,817.15
Licenses and Taxes	12,017.07
Payroll Overhead	17,613.83
Office Supplies	11,508.87
Automobile	11,125.51
Vacation, Holiday, Bonus	8,188.00
Depreciation	6,483.39
Equipment Rental	6,461.62
Insurance	6,036,42
Postage	5,641.57
Travel	5,325.64
Dues and Suscriptions	4,007.96
Audit	3,633.28
Repair and Maintenance	3,517.54
Rent	3,395.32
Light	3,242.63
Miscellaneous	2,693.62
Bank Charges	1,908.30
Cleaning	1,865.59
Promotion	1,576.04
Group Insurance	1,532.16
Amortization	727.50
Employees Relations	685.00
Donations	125.00
Exterminating	111.00
Collection Expense	42.92
Water	40.15
	$ 418,952.52

PRAXEDES SANTIAGO ALVAREZ
CERTIFIED PUBLLIC ACCOUNTANT
Puerto Rico

Petitioner's (Tfin) Exhibit "P(TW)-11h".

San Juan, February 4, 1974.

To the Board of Directors of
Twin Express, Inc.,
Carolina, Puerto Rico.

I have examined the Balance Sheet of TWIN EXPRESS, INC., as of Sept. 30, 1973 and related statement of Profit and Loss, for the period then ended. My examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as I considered necessary in the circumstances.

In my opinion the accompanying Balance Sheet and Profit and Loss Statement, present fairly the financial position of TWIN EXPRESS, INC. at Sept. 30, 1973, and the results of its operations for the nine months then ended in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

PRADERES SANTIAGO ALVARADO C.P.A.
LICENSE 765
EXPIRES 12/1/74

Petitioner's (Twin) Exhibit "P(TW)-11h".

,TWIN EXPRESS INC.

BALANCE SHEET

SEPT. 30, 1973

CASH BASIS

A S S E T S

CURRENT ASSETS			
Cash in Hand		$ 300.00	
Accounts Receivable Others		27,012.66	
Advances		14,906.61	
TOTAL CURRENT ASSETS			$ 42,219.27
FIXED ASSETS			
Autos and Trucks	$ 26,518.65		
Less: Resv. for Depreciation	11,102.27	$ 15,416.38	
Equipment	$ 16,766.84		
Less: Resv. for Depreciation	5,020.67	11,746.17	
Furniture & Fixtures	$ 32,911.55		
Less: Resv. for Depreciation	11,885.07	20,626.48	
Lease Improvement - Net		9,520.61	
TOTAL FIXED ASSETS			57,311.64
OTHER ASSETS			
Deposits		$ 9,528.16	
Prepaid Insurance		2,157.70	
Organization Expenses		175.00	
TOTAL OTHER ASSETS			11,860.86
TOTAL ASSETS			$ 111,391.77

Petitioner's (Twin) Exhibit "P(TW)-11h".

TWIN EXPRESS INC.

BALANCE SHEET

SEPT. 30, 1973

CASH BASIS

L I A B I L I T I E S & N E T W O R T H

CURRENT LIABILITIES

Bank	$ 27,676.81	
Accounts Payable Others	300.00	
Loan Payable	125,000.00	
Notes Payable	8,017.68	
Taxes Payable	6,752.02	
TOTAL CURRENT LIABILITIES		$ 167,746.51

NET WORTH

Stock Issued	$ 25,000.00	
Accumulated Deficit	$ (57,008.07)	
Loss for the Period	(23,766.47)	(80,774.54)
TOTAL NET WORTH		(55,774.54)
TOTAL LIABILITIES & NET WORTH		$ 111,971.97

Petitioner's (Twin) Exhibit "P(TW)-41h".

TWIN EXPRESS INC.

INCOME STATEMENT

CASH BASIS

From January 1st. to Sept. 30, 1973

NET INCOME		$ 2,416,448.84
OPERATION COST		
Ocean Freight	$ 1,142,558.18	
Contract Trucking	216,101.34	
Warehouse Salaries	158,276.39	
Trailers Hauling	90,548.00	
Drivers Salaries	89,270.40	
Rent	83,447.90	
Equipment Rental	54,619.62	
Commissions	68,645.78	
Payroll Overhead	44,722.64	
Supervision Salaries	29,200.00	
Repair and Maintenance	23,583.62	
Other Salaries	22,049.83	
Insurance	16,036.18	
Claims	10,658.11	
Watchmen Service	10,675.75	
Helper Salaries	8,147.33	
Depreciation	3,957.92	
Miscellaneous	475.43	2,072,977.42
GROSS PROFIT		$ 343,465.42
SELLING EXPENSES		
Entertainment	$ 7,540.39	7,540.39
		$ 335,925.03
GENERAL EXPENSES		359,691.50
LOSS FOR THE PERIOD		$ 23,766.47

Petitioner's (Twin) Exhibit "P(TW)-11h".

TWIN EXPRESS INC.

GENERAL EXPENSES

CASH BASIS

From January 1st. to Sept. 30, 1973

Office Salaries	$ 124,829.27
Legal	23,859.00
Officers Salaries	52,725.00
Interest	16,596.71
Telephone and Telegraph	13,576.48
Data Processing	15,017.15
Licenses and Taxes	12,017.07
Payroll Ovderhead	17,613.83
Office Supplies	10,908.09
Automobiel	10,838.09
Vacation, Holiday, Bonus	8,188.00
Depreciation	6,483.39
Equipment Rental	4,633.09
Insurance	6,035.42
Postage	5,585.61
Travel	5,227.76
Dues and Suscriptions	2,179.14
Audit	3,633.28
Repair and Maintenance	1,965.20
Rent	3,395.32
Light	3,242.65
Miscellaneous	2,193.93
Bank Charges	1,908.30
Cleaning	1,865.59
Promotion	1,576.04
Group Insurance	1,286.74
Amortization	727.50
Employees Relations	665.00
Donations	125.00
Exterminating	111.00
Colection Expenses	42.92
Water	40.15
	$ 359,691.50

Petitioner's (Twin) Exhibit "P(TW)-12".

AFFIDAVIT

I, Nestor Sanjurjo, am the president and founder of Twin Express, Inc. Our main office is in Puerto Rico and our New York office is at 151-157 Charles Street, New York, New York. I am the majority stockholder of Twin Express. My son, Ernesto J. Sanjurjo, is vice president of Twin Express and directs the New York operation. Twin Express was approved by the Federal Maritime Commission as a non-vessel operating common carrier (NVOCC) in March, 1967 and has been in business since that time in the trade between Puerto Rico and the Port of New York. Twin Express also operates between Puerto Rico and Jacksonville, Florida, Miami, Florida and Charleston, South Carolina. All of our facilities in these various locations are located off of the water front.

Our business involves consolidating less than container size cargoes, which are also known as less than trailer loads (LCL or LTL). We are known in the shipping industry as a consolidator. About 95% of our business is southbound, moving from New York to Puerto Rico. Our operation starts with the picking up of the container freight at our customers place of business or having it delivered to our terminal on Charles Street by them or by an independent carrier. In the Charles Street terminal the freight is consolidated into a container. Many different commodities from many different companies may be packed into one container. The process of packing the container is known in the trade as stuffing, that of unpacking is known as stripping. The stuffing and stripping operations in New York are performed by our employees at the Charles Street terminal.

Our employees are represented by Local 707, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, who have represented these employees since about December 1970. We have approxi-

mately 15 employees in this bargaining unit. After we consolidate the cargo into a container, utilizing all the space therein, we deliver it to a steam ship company where it is loaded onto a vessel by that company's employees.

Since we began in business in 1967 we have generally dealt with two steam ship companies, Sea-Land Service, Inc., (Sea-Land) and Transamerican Trailer Transport, Inc., (TTT), although on occasion we have used Seatrain. These companies, we believe, are members of the New York Shipping Association and their employees who handle our containers are represented by the International Longshoremen's Association. In 1967, 1968 and 1969 with the exception of a few containers that went through Seatrain and TTT, we used the services of Sea-Land exclusively. Beginning in 1970 and until February 1973, we used Sea-Land and TTT on a 60/40 ratio.

When the containers arrive in Puerto Rico, they are picked up at the docks and delivered to our terminal in Carolina, Puerto Rico. Normally, and especially when the freight is to be delivered outside the San Juan metropolitan area, we strip the container at our facility in Carolina. The cargo is then picked up by the consignee or we can deliver it to him. We can also store the freight if necessary. The process of northbound cargo is essentially the same but reversed.

Our first facility in the Port of New York was located in Brooklyn for about one year until February 1968. During that time our company only had an office clerical staff and utilized the services of Eddie Thal, Inc., to perform the warehouse operations. These employees were not represented by a labor organization. Beginning in February 1968, we moved our Port of New York facility from Brooklyn to Secaucus, New Jersey where the employees of Florida Texas Freight performed the stuffing and stripping operations, and the delivery of the containers to the piers. Those employees were not represented by a labor organization. In 1969 we moved our Port of New York

Petitioner's (Twin) Exhibit "P(TW)-12".

facility to the current Charles Street address, and since that time our employees have performed the stuffing and stripping work as well as the delivery of the containers to the piers. We have also utilized independent trucking companies, particularly LeRoy K. Trucking, to deliver our containers to the pier. LeRoy K's employees are represented by Local 807, Teamsters. From late 1970 to mid-1973, LeRoy K performed the bulk of our container deliveries to TTT's piers. However, we used our drivers to deliver to Sea-Land's piers. As noted above, our employees were first represented by a labor organization in December 1970.

Twin Express has never performed services as sub-contractor for a steam ship company. None of our employees at our Port of New York facility or the employees who did our work in our various facilities in the Port of New York have ever had a collective bargaining agreement with the ILA or its affiliates. Twin Express has never been a member of the New York Association (NYSA) or the Council of North American Shipping Associations (CONASA).

Except for two periods of time of short duration in 1968 and 1971, to be discussed below, our containers were never stripped by ILA labor at any of the piers of the three steam ship companies in the New York-Puerto Rican trade prior to February 1973. There are several reasons why I know that the containers of Twin Express were not stripped by ILA labor at the piers prior to February 1973 with the exceptions noted. First, as to the containers shipped through Sea-Land, the documentation shows that prior to February, 1973, the ILA labor purportedly stripped and stuffed the same container without any overflow of freight. Because of the way our containers are loaded, with many pieces of freight arranged so as to take up all the space inside the trailer, it would be physically impossible to replace the vast number of pieces of freight into the same container or a container of the same size in view of the way in which the dimensions of the freight packages are altered

Petitioner's (Twin) Exhibit "P(TW)-12".

from the weight of the cargo which has been placed on top. In the event of overflow, the documentation would reflect that overflow and we would be alerted to that by the showing in the shipping documents that either an additional trailer would be required or that the freight put in containers larger than those originally used. For example, I could tell when Sea-Land used a larger container to stuff our freight upon rehandling by examining the serial number of the trailers shown on the later shipping documents. Accordingly, Sea-Land 35 foot long trailers having serial numbers that began with number 35 through 65 as initial numbers. Sea-Land's 40 foot trailers had serial numbers in the number 88 and 150 series. In each case, the initial trailer series number would be followed by a hyphen and three additional digits. Accordingly, although Sea-Land's notations on the shipping documents indicated that prior to February 1973 they had changed the serial numbers on our trailers, the absence of changes in the trailer numbers, when considered together with other factors which arose in February, 1973, such as the vast increase in the number of damage claims, the delays in shipping and deliveries, and other matters which will also be more fully discussed herein, including the reports of my eyewitness drivers, led me to conclude that Sea-Land in fact had not been stripping and stuffing our containers prior to February 1973. In this connection, it should be noted that from about February 5, 1973 until March 21, 1973, when Sea-Land stopped supplying us containers and our association ceased, the shipping documents indicated that Sea-Land had not only changed our seals but the trailer numbers as well and that it was using either additional containers to carry overflow freight or 40 foot trailers to carry the cargo we had originally shipped in 35 foot trailers. Prior to February, 1973, we did not receive notification that any of the freight shipped in our containers were involved in the overflow.

Another related reason for my information in this area is the delay that would result when stripping and stuffing

Petitioner's (Twin) Exhibit "P(TW)-12".

actually occurred. Prior to February 1973, we seldom, if ever, missed any sailings, but from or about February 5, 1973 when Sea-Land began to regularly stuff and strip our containers, to about March 20, 1973, when Sea-Land stopped supplying us with containers, delay in sailing was almost a daily occurrence. In many cases, our containers arrived an hour or so before sailing and left at the scheduled sailing time. We are submitting herewith a table taken from the shipping papers to show the delay at Sea-Land. Since it takes about 8 to 12 manhours to strip a container, and another 8 to 12 hours to stuff either the same or a different container, it would have been physically impossible to strip and stuff at the piers any of the containers that had arrived just before sailing. It is noted that TTT began to regularly strip and stuff our containers in mid-February 1973 and that they refused to furnish us with any more containers at about the same time as Sea-Land—March 30. However, TTT has continued to receive from us and ship foreign trailers (trailers that do not have TTT's name on them) after stripping and stuffing down to the present time. TTT's ships receive and carry roll-on trailers as opposed to Sea-Land ships which can only carry Sea-Land's trailers, which are designed to fit those vessels. Accordingly, it is through this cooperation from TTT that our company has continued to operate to the present time.

Another indication that there was no stripping and stuffing of our containers before February, 1973, except as described, relating to both Sea-Land and TTT, is a comparison of the damage and loss claims and complaints that were received from customers before and after that time. Prior to February, 1973 when no stripping occurred, claims for loss of freight or damage to freight were virtually nonexistent. After February, 1973, for both steamship lines, we have had an inordinate number of claims for loss or damage, resulting in our having to hire extra employees to trace lost cargo and handle the claims. These claims can only be traceable to the stripping and stuffing at the piers.

Petitioner's (Twin) Exhibit "P(TW)-12".

A further reason concerns the use of metal seals placed on the door of each container by our company after completion of stuffing and just prior to shipment to the piers. Each seal has a number which is reflected in the shipping documents which we prepare to accompany the container to the piers. It is not possible to strip a sealed container without breaking a seal. The numbers and the seal's condition is checked at various points along the shipping route and is recorded on subsequently prepared shipping documents, including the Trailer Interchange Report (TIR) which is completed upon the arrival of the trailer at the pier in San Juan. Accordingly, if the seal number of the TIR is the same as the seal number on the original dock receipts and bills of lading that we prepared it would be clear evidence to me that the trailer had not been stripped or stuffed since it had left our terminal. Prior to February, 1973 I am informed by my office that if we delivered a trailer to the pier and the seal number was improperly reported or the seal was not properly affixed the dispatcher in charge at the pier would call our office and ask for authorization to put their own seal on the trailer or to make any other necessary correction before receiving the trailer. If a seal would be broken I would know personally as the shippers' liability per carton within that container would have increased by as much as 100 times.

Another indication to us that our containers were not being stripped prior to February, 1973 resulted from the fact that we often loaded our cargo for sequential delivery to customers. In this method cargo to several customers would be loaded within the tralier in inverse order to that of expected delivery, with the order of delivery reflected on the accompanying shipping documents. Accordingly, the cargo that was to be delivered last was loaded first, etc. If the containers are stripped and reloaded the sequence of delivery would be affected and the deliveries could not be made in the proper order as recorded on the shipping docu-

ments. This did not happen prior to 1973. Moreover, there are certain sizable shipments known as header loads. If the trailers were stripped in the relevant period and the contents loaded directly into another trailer these header loads would be divided between the reloaded trailer and the overflow. This never happened prior to 1973.

In addition, TTT had only a small facility for LTL freight prior to February 1973. Because of their physical limitations, they have only been able to stuff their own cargo in the past. I do not recall a single instance prior to February 1973 when my containers were stripped by ILA people at TTT.

Several of my drivers in the past told me after delivering our containers to Sea Land, that they saw ILA checkers take off the Twin Express seal and put on a Sea-Land seal without stripping the container. Also on many occasions, I personally called Sea-Land just before sailing and arranged for them to accept my containers minutes before the sailing, making it impossible for them to strip their contents.

On about April 26, 1972 my wife and I moved back to San Juan on board the *Eric Holzer,* a containerized vessel belonging to TTT.

On that occasion I personally observed a Twin Express container which had just come from our Charles Street terminal, being driven directly onto the *Eric Holzer* by an ILA tractor driver without that container being stripped.

I am fully familiar with our operations both in San Juan and in New York. From January, 1967 until April, 1968 I was based in San Juan while Harry Rediker then Twin Express' Treasurer, was in New York. However, during that period I would come to New York for an average of one to two weeks every two months except that for about one month in October-November 1967, while Harry was ill, I stayed in New York throughout. I was based in New York from about April, 1968 until about April 26, 1972, when I moved back to San Juan on the *Holzer* as noted

Petitioner's (Twin) Exhibit "P(TW)-12".

above. While in New York I directed operations here and am in any event still the chief executive and operating officer of the company. Since April, 1972 I worked in New York on an approximate average of two out of every eight weeks.

The only occasions prior to 1973 that I recall when our containers were stripped or threatened to be stripped, occurred at Sea-Land. Some time in 1968, while in San Juan, I received a call from Roland Rolejo, our traffic manager in New York. He told me that Sea-Land was holding our containers and threatening to have them stripped. I became very alarmed since this had never happened before and flew immediately to New York to see what I could do. When I arrived, Mr. Rolejo had several conversations with Sea-Land officials and related the content of those conversations back to me. I was unable to participate in those conversations since I do not speak English. However, after about a week, Mr. Rolejo informed me that Sea-Land agreed not to detain our containers any longer. Whether or not any of those containers were stripped, I do not recall, but if they were, they did not amount to more than a few.

We had no further problem with Sea-Land until late 1971 around the time of the ILA negotiations. I was informed by my son, Ernesto, that Sea-Land had started to strip our containers. We discussed the problem and decided to switch all of our business to TTT, where no stripping was taking place. When we did switch our business from Sea-Land to TTT, Sea-Land told us that they would do their best to solve the problem. A month or two later, Sea-Land called us back, told us that the stripping problem had been solved, and asked for our business again. We went back to Sea-Land while maintaining some of our business with TTT and continued that way without stripping at either steam ship line until February 1973.

Petitioner's (Twin) Exhibit P'TW)-12''.

With these exceptions, prior to February 1973, all of our trailers have been shipped through the Port of New York by Sea-Land and TTT without being stripped by ILA labor.

In early February 1973, I was informed by our New York office that Sea-Land was stripping our containers. I was told by my son Ernesto that the officials of Sea-Land, including Mr. Lyons, General Manager of Sea-Land's Puerto Rican division, and Mr. McEvoy, Sea-Land's chairman, had told him that they now had to enforce the Rules and start stripping. I was also informed that TTT had started stripping our containers at this time. In the middle of March 1973, I was informed by the New York office that Sea-Land was refusing to supply us any containers, which meant that we would not be able to use the services of Sea-Land since Sea-Land could carry only their own containers. Sea-Land has not supplied any containers since that time. Prior to this time, no steamship company had refused to supply us containers, and the cost of the containers supplied was included in their tariff with them. TTT will not supply us their own containers with the TTT's logo on it, but they have shipped containers which we have leased or obtained from the railroads with their help. They have, however, stripped these containers.

In my capacity as President of Twin Express I have been on our loading docks on many occasions and I have observed the stripping and stuffing operation.

We were a customer of the steamship in that at our request they would load and transship containers. They would also supply containers to us.

I have been asked to describe the economic harm that has come to my business as a result of the enforcement of the Dublin agreement against my company starting in February, 1973. The stripping and stuffing and refusal to provide containers has hurt us in many ways. First of all, we used to tell our customers that we could ship their goods door to door in from seven to ten days. Now

Petitioner's (Twin) Exhibit "P(TW)-12".

we can make no promises as to delivery. We now also have numerous damage and loss claims as a result of the stripping, improper stuffing and overflow. This amounts to a great deal of money and in fact I have had to become a self-insurer for claims up to $5,000.00. Also in our business a customer will not pay his bills when he has a damage or loss claim. So many of our customers are not paying their bills because of the lost and damaged freight. Although some finally pay if we find the freight, in the meantime, we will have gone through a long period of time without getting paid and this affects our cash flow. Although we have in turn brought claims against Sea-Land and TTT for loss and damage, we have been informed by TTT in San Juan that our claims resulting from the stripping will not be honored.

There have been other costs to our business as a result of the enforcement of the container rules. We have had to have two full-time salesmen for the first time who not only do sales work but handle complaints and claims. We have never needed salesmen before. One of these salesmen makes about $175.00 a week plus expenses and is given a car, the other makes $150.00 a week plus expenses. I also must spend most of my time visiting with customers and handling complaints. There is a great deal of paper work relating to the claims and we have had to hire two employees to trace lost freight. We have also had to have men pick up overflow cargo, adding more expenses. This overflow also contributes to the delay because overflow containers carrying goods going to a particular consignee often has arrived after the container carrying the bulk of the goods. We have had to wait until the overflow arrives in order to make a complete delivery. We also have had the cost of leasing trailers which rent for $150.00 a month. Before February 1973 they were supplied by the steamship companies. Since the container rules in early 1973, we have spent about $25,000.00 for trailer rentals. So far, we have

only been able to pay $8,500.00 of this to the rental company.

The enforcement of the container rules since about February 5, 1973, has further affected our credit standing as well. For instance, we have had trouble getting credit from the underlying inland carriers we use. An inland carrier delivers goods to our terminal from a customer. The carrier can either demand immediate payment or give me credit. If I have to pay immediately, then I still have a considerable period of time before I get paid by the consignee, often 10 or 45 days after shipment to him. All of this affects our cash flow and our ability to operate between the time we pay the inland carrier and the time we collect from the consignee.

The delays resulting from the container rules add to the cash flow problem. Since it takes longer to ship, it takes a longer period of time before we are paid.

The results of all this is to put us in a severe financial squeeze. We have had to borrow more money since all this started in order to operate. We have to pay interest on those loans which of course adds to the cost of doing business.

This problem has also affected my ability to get key employees for the business. We have offered jobs to several competent people in our traffic operation but have been turned down because these people are aware of our problems with the container rules and didn't think there is enough security in our business at the present time.

My business has had a steady pattern of growth since we were incorporated in 1967, both in volume of business and the number of containers shipped. Since we started in business our gross revenues have increased from about $600,000 to over $3,000,000 in 1972. We are not growing this year. For example, in 1970, we shipped 929 containers, in 1971, 1287 containers, and in 1973, only 1125 containers. So we are 162 containers behind this year rather than 200

ahead as we were in past years. We have also lost many customers, some of whom have gone over to the air freight carriers.

The fact is, we are not growing and we are not making money. Our expenses have grown tremendously as a result of the container rules while our volume has not. Our growth was so good that we were about to lease a new 2½ acre terminal in Maspeth with a 10,000 square foot platform to accommodate our expanding business through Weintraub, Casey and Vaccione, real estate agents. But we could not do this after the container rules started being enforced and we have had to stay in the obsolete terminal we were using.

Finally, I would add that our business has existed and increased before 1973, because of the service we give to customers. That is why a shipper would use us rather than one of the steamship companies. We can't give this service any longer, so we can't exist. I have found that when customers leave you because they are dissatisfied with your service, they don't come back. This business had a reputation and a status in the trade which it no longer has. Right now it is worth nothing since it has no future. Right now the operation of the business is so costly compared to the volume of business that only one thing can happen, the operation will have to be terminated. We have held on for a while but we can take these losses only so long. Our financial picture cannot improve as long as the container rules are enforced, and even if we received containers we would continue to lose money because of the other problems resulting from the stripping. I believe that it is only a matter of time before we go out of business unless the container rules are stopped.

I have had this statement of twelve pages read to me in Spanish and swear that it is true and correct to the best of my knowledge and belief.

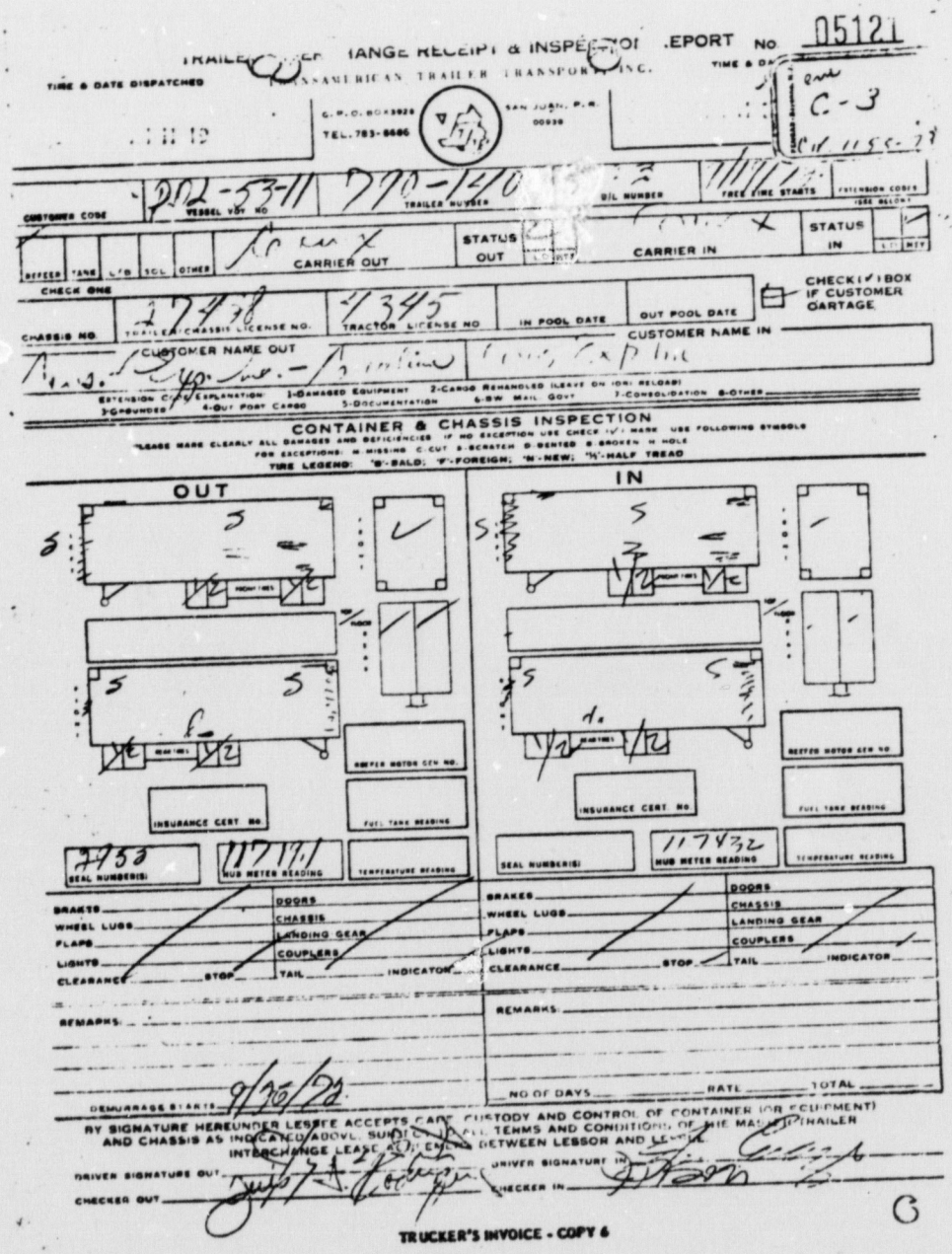
Charging Party's (CONEX) Exhibit "C-3".

Charging Party's (CONEX) Exhibit "C-3"
PDL 53-11 dated 9-15-72

#C-3

C-3

Charging Party's (CONEX) Exhibit "C-3".



TRAILER EXCHANGE RECEIPT & INSPECTION REPORT NO 05121

TRANSAMERICAN TRAILER TRANSPORT, INC.

C-3

CONTAINER & CHASSIS INSPECTION

OUT

IN

TRUCKER'S INVOICE - COPY 6

Charging Party's (CONEX) Exhibit "C-3".

TRAILER INTERCHANGE RECEIPT & INSPECTION REPORT NO. 05122

TIME & DATE DISPATCHED

TRANSAMERICAN TRAILER TRANSPORT, INC.

G.P.O. BOX 1928 SAN JUAN, P.R. 00936 TEL. 783-8686

TIME & DATE RECEIVED

CUSTOMER CODE	VESSEL VOY NO	TRAILER NUMBER	B/L NUMBER	FREE TIME STARTS	EXTENSION CODE
	PH2-53-11	711-376	425	9/10/72	

CHECK ONE: DRY | REFEER | TANK | L/R | SOL | OTHER

CARRIER OUT	STATUS OUT	CARRIER IN	STATUS IN

CHASSIS NO.	TRAILER CHASSIS LICENSE NO.	TRACTOR LICENSE NO	IN POOL DATE	OUT POOL DATE	CHECK (✓) BOX IF CUSTOMER CARTAGE
27446	7346				

CUSTOMER NAME OUT

CUSTOMER NAME IN

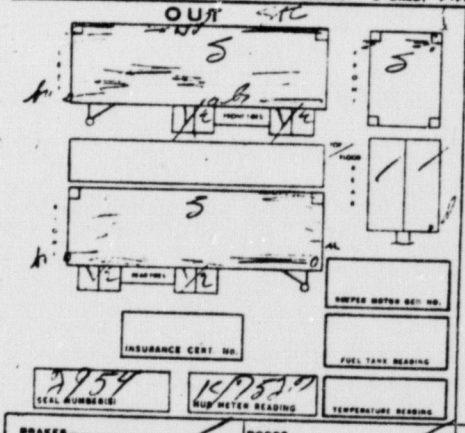
EXTENSION CODE EXPLANATION: 1-DAMAGED EQUIPMENT 2-CARGO REHANDLED (LEAVE ON IOR) RELOAD) 3-GROUNDED 4-OUT PORT CARGO 5-DOCUMENTATION 6-SW. MAIL. GOVT 7-CONSOLIDATION 8-OTHER

CONTAINER & CHASSIS INSPECTION

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES IF NO EXCEPTION USE CHECK (✓) MARK USE FOLLOWING SYMBOLS FOR EXCEPTIONS M-MISSING C-CUT S-SCRATCH D-DENTED B-BROKEN H-HOLE

TIRE LEGEND: 'B'-BALD; 'F'-FOREIGN; 'N'-NEW; 'H'-HALF TREAD

OUT



INSURANCE CERT NO.

REEFER MOTOR SER NO.

FUEL TANK READING

SEAL NUMBER(S): 2754

HUB METER READING: 147351

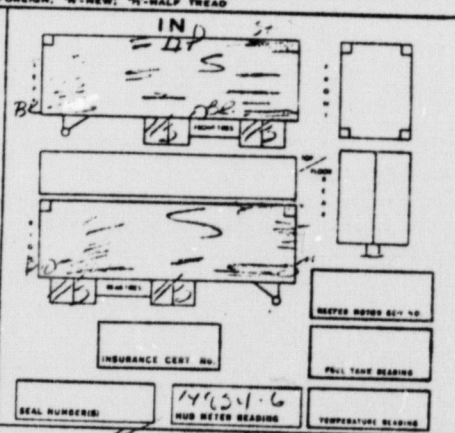
TEMPERATURE READING

BRAKES	DOORS
WHEEL LUGS	CHASSIS
FLAPS	LANDING GEAR
LIGHTS	COUPLERS
CLEARANCE STOP	TAIL INDICATOR

REMARKS

DEMURRAGE STARTS 9/16/72

IN



INSURANCE CERT NO.

REEFER MOTOR SER NO.

FUEL TANK READING

SEAL NUMBER(S)

HUB METER READING: 147316

TEMPERATURE READING

BRAKES	DOORS
WHEEL LUGS	CHASSIS
FLAPS	LANDING GEAR
LIGHTS	COUPLERS
CLEARANCE STOP	TAIL INDICATOR

REMARKS

NO OF DAYS RATE TOTAL

BY SIGNATURE HEREUNDER LESSEE ACCEPTS CARE, CUSTODY AND CONTROL OF CONTAINER (OR EQUIPMENT) AND CHASSIS AS INDICATED ABOVE, SUBJECT TO ALL TERMS AND CONDITIONS OF THE MASTER TRAILER INTERCHANGE AGREEMENT BETWEEN LESSOR AND LESSEE.

DRIVER SIGNATURE OUT

CHECKER OUT

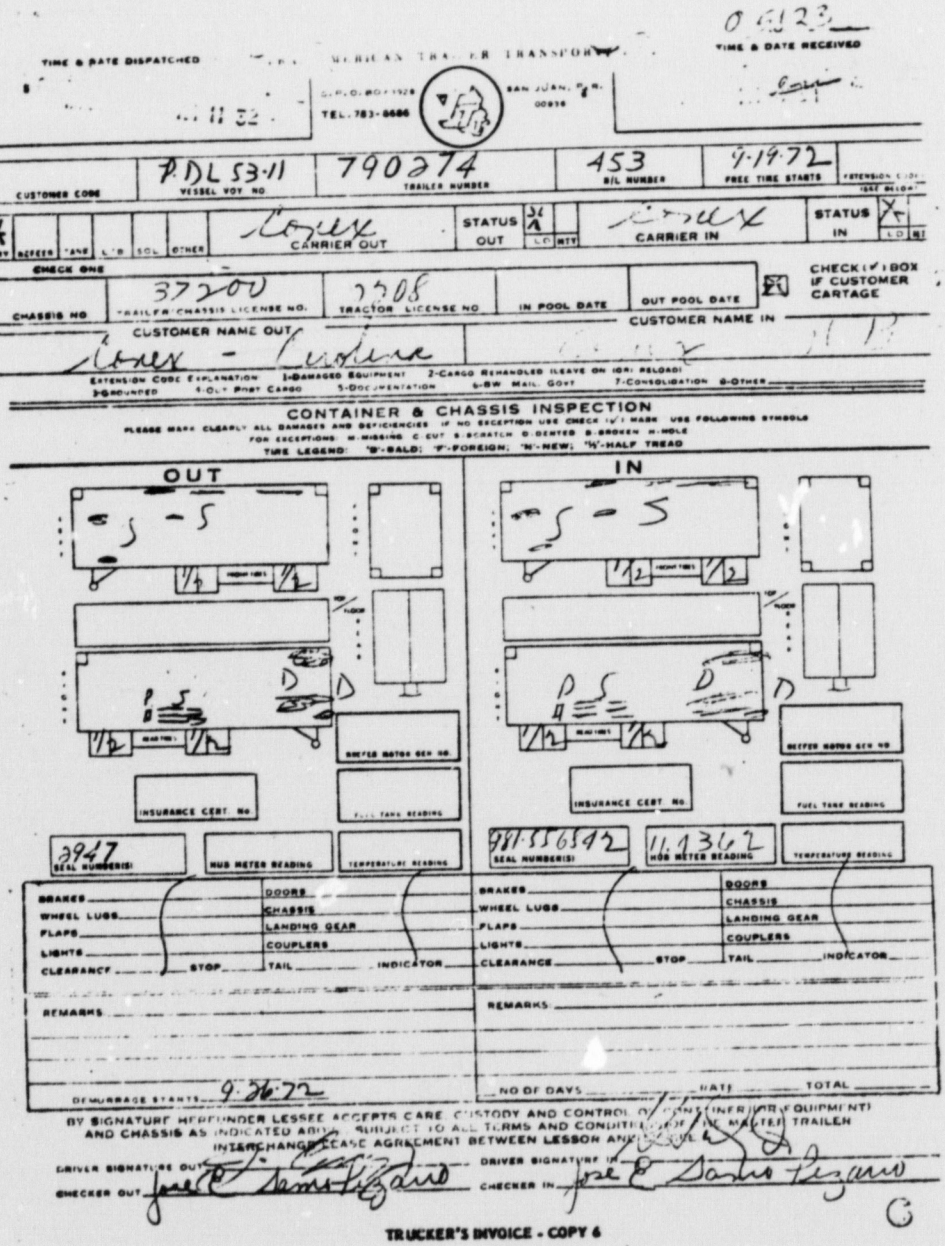
DRIVER SIGNATURE IN

CHECKER IN

TRUCKER'S INVOICE - COPY 6

6

Charging Party's (CONEX) Exhibit "C-3".



MERICAN TRAILER TRANSPORT

TIME & DATE DISPATCHED 11 32

TIME & DATE RECEIVED 0 6 23

P.O. BOX 1928 SAN JUAN, P.R. 00936 TEL. 783-0686

CUSTOMER CODE	VESSEL VOY NO	TRAILER NUMBER	B/L NUMBER	FREE TIME STARTS	EXTENSION CODE (SEE BELOW)
	PDL 53-11	790274	453	9-19-72	

	DRY	REEFER	TANK	L/B	SOL	OTHER	CARRIER OUT	STATUS OUT	LD	MTY	CARRIER IN	STATUS IN	LD	MT
CHECK ONE	X						Conex	OA			Conex	X		

CHASSIS NO	TRAILER CHASSIS LICENSE NO.	TRACTOR LICENSE NO	IN POOL DATE	OUT POOL DATE	CHECK (✓) BOX IF CUSTOMER CARTAGE
	37200	7208			☒

CUSTOMER NAME OUT: Conex - Puerto Rico

CUSTOMER NAME IN:

EXTENSION CODE EXPLANATION 1-DAMAGED EQUIPMENT 2-CARGO REHANDLED (LEAVE ON IGR) RELOAD) 3-GROUNDED 4-O.T. Port Cargo 5-DOCUMENTATION 6-BW MAIL GOVT 7-CONSOLIDATION 8-OTHER

CONTAINER & CHASSIS INSPECTION

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES IF NO EXCEPTION USE CHECK (✓) MARK USE FOLLOWING SYMBOLS FOR EXCEPTIONS M-MISSING C-CUT S-SCRATCH D-DENTED B-BROKEN H-HOLE

TIRE LEGEND: 'B'-BALD; 'F'-FOREIGN; 'N'-NEW; '½'-HALF TREAD

OUT	IN
S-S	S-S
INSURANCE CERT. NO	INSURANCE CERT. NO
REEFER MOTOR GEN NO.	REEFER MOTOR GEN NO
FUEL TANK READING	FUEL TANK READING
3947 SEAL NUMBER(S)	981556542 SEAL NUMBER(S)
HUB METER READING	11,1362 HUB METER READING
TEMPERATURE READING	TEMPERATURE READING
BRAKES	BRAKES
WHEEL LUGS	WHEEL LUGS
FLAPS	FLAPS
LIGHTS	LIGHTS
CLEARANCE STOP	CLEARANCE STOP
DOORS	DOORS
CHASSIS	CHASSIS
LANDING GEAR	LANDING GEAR
COUPLERS	COUPLERS
TAIL INDICATOR	TAIL INDICATOR
REMARKS	REMARKS
DEMURRAGE STARTS 9-26-72	NO OF DAYS RATE TOTAL

BY SIGNATURE HEREUNDER LESSEE ACCEPTS CARE, CUSTODY AND CONTROL OF CONTAINER(S)/EQUIPMENT AND CHASSIS AS INDICATED ABOVE SUBJECT TO ALL TERMS AND CONDITIONS OF THE MASTER TRAILER INTERCHANGE LEASE AGREEMENT BETWEEN LESSOR AND LESSEE

DRIVER SIGNATURE OUT

CHECKER OUT Jose E. Santos Figueroa

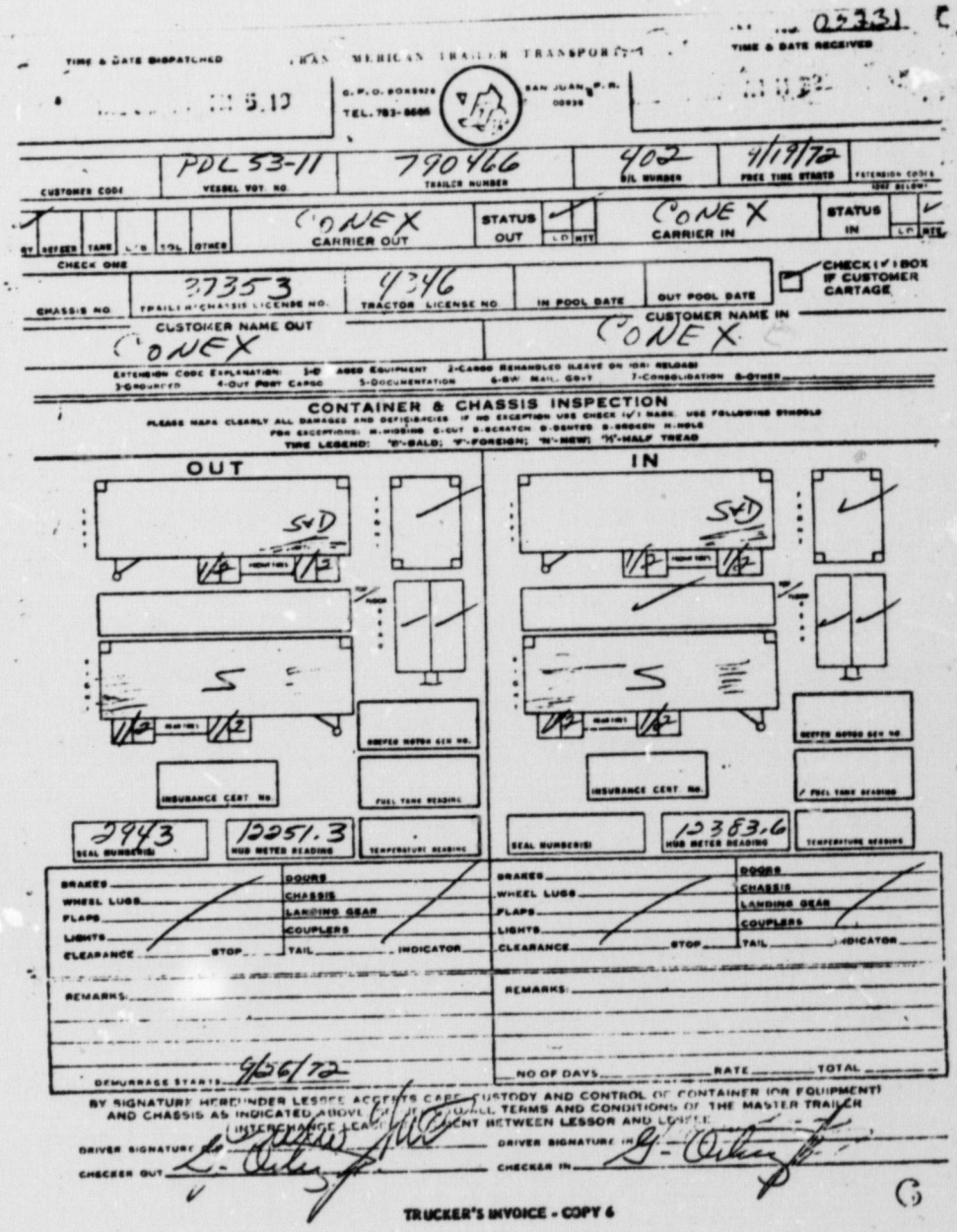
DRIVER SIGNATURE IN

CHECKER IN Jose E. Santos Figueroa

C

TRUCKER'S INVOICE - COPY 6

Charging Party's (CONEX) Exhibit "C-3".



AMERICAN TRAILER TRANSPORT

TIME & DATE DISPATCHED 5.10

TIME & DATE RECEIVED 03331

G.P.O. BOX 8678 SAN JUAN, P.R. 00936 TEL. 783-0605

CUSTOMER CODE	VESSEL VOY. NO.	TRAILER NUMBER	B/L NUMBER	FREE TIME STARTS
PDL	PDL 53-11	790466	402	4/19/72

CHECK ONE: ST | REFEER | TANK | L/B | VAN | OTHER

CARRIER OUT	STATUS OUT	LD	MTY	CARRIER IN	STATUS IN	LD	RTE
CONEX		✓		CONEX			✓

CHASSIS NO.	TRAILER/CHASSIS LICENSE NO.	TRACTOR LICENSE NO.	IN POOL DATE	OUT POOL DATE
	27353	4346		

☐ CHECK (✓) BOX IF CUSTOMER CARTAGE

CUSTOMER NAME OUT	CUSTOMER NAME IN
CONEX	CONEX

EXTENSION CODE EXPLANATION: 1-40' ADDED EQUIPMENT 2-CARGO REHANDLED (LEAVE ON IOR) RELOAD 3-GROUNDED 4-OUT PORT CARGO 5-DOCUMENTATION 6-S/V MAIL GO-T 7-CONSOLIDATION 8-OTHER

CONTAINER & CHASSIS INSPECTION

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES IF NO EXCEPTION USE CHECK (✓) MARK. USE FOLLOWING SYMBOLS FOR EXCEPTIONS: M-MISSING C-CUT S-SCRATCH D-DENTED B-BROKEN H-HOLE

TIRE LEGEND: "B"-BALD; "F"-FOREIGN; "N"-NEW; "½"-HALF THREAD

OUT			IN		
SEAL NUMBER(S)	2943		SEAL NUMBER(S)		
HUB METER READING	12051.3		HUB METER READING	12383.6	
TEMPERATURE READING			TEMPERATURE READING		

OUT		IN	
BRAKES	DOORS	BRAKES	DOORS
WHEEL LUGS	CHASSIS	WHEEL LUGS	CHASSIS
FLAPS	LANDING GEAR	FLAPS	LANDING GEAR
LIGHTS	COUPLERS	LIGHTS	COUPLERS
CLEARANCE	STOP TAIL INDICATOR	CLEARANCE	STOP TAIL INDICATOR

REMARKS:

DEMURRAGE STARTS 4/26/72

NO OF DAYS RATE TOTAL

BY SIGNATURE HEREUNDER LESSEE ACCEPTS CARE, CUSTODY AND CONTROL OF CONTAINER (OR EQUIPMENT) AND CHASSIS AS INDICATED ABOVE AND AGREES TO ALL TERMS AND CONDITIONS OF THE MASTER TRAILER INTERCHANGE LEASE AGREEMENT BETWEEN LESSOR AND LESSEE

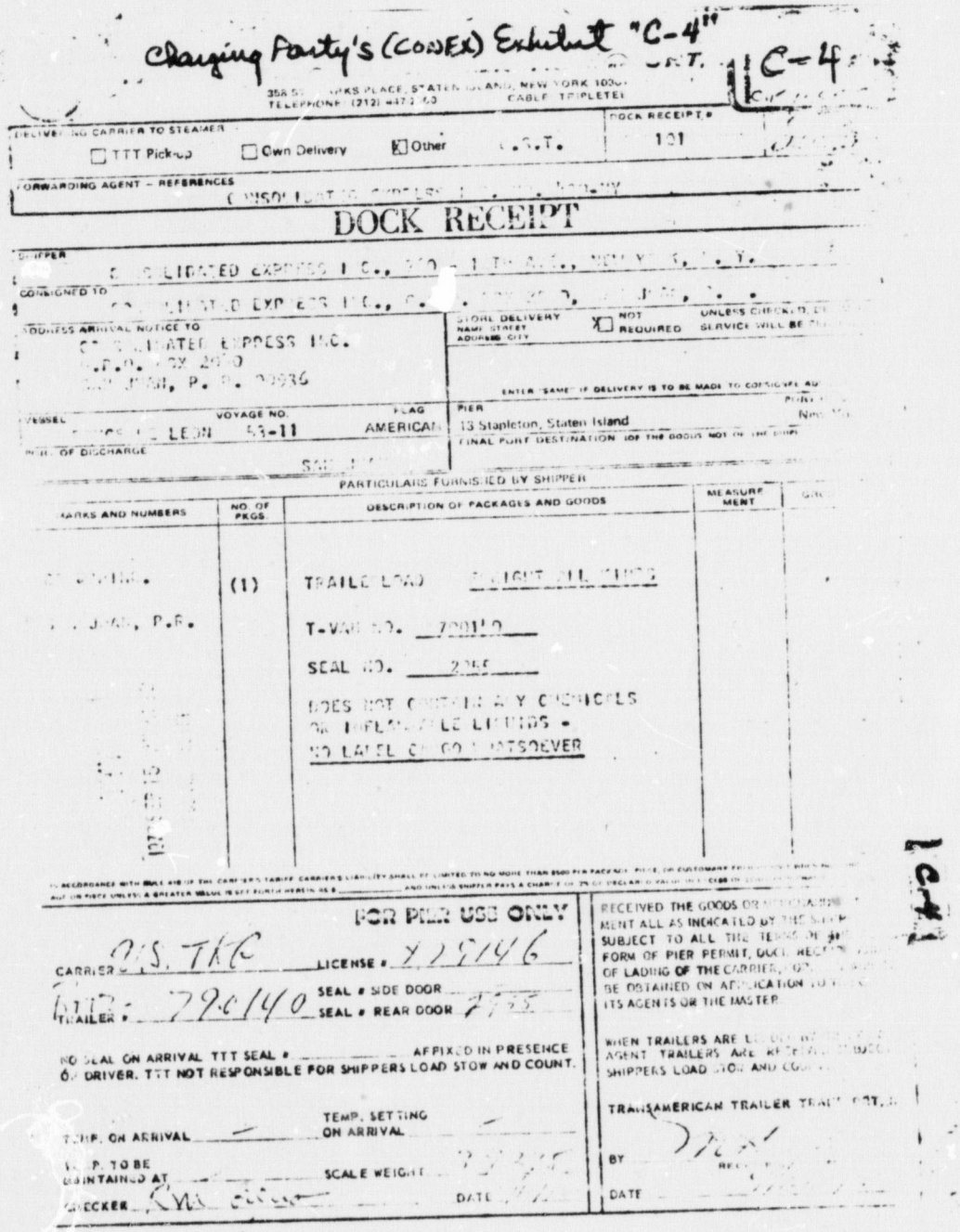
DRIVER SIGNATURE L. Otero DRIVER SIGNATURE IN L. Otero

CHECKER OUT CHECKER IN

G

TRUCKER'S INVOICE - COPY 6

Charging Party's (CONEX) Exhibit "C-4".



Charging Party's (CONEX) Exhibit "C-4"

C-4

DELIVERING CARRIER TO STEAMER

☐ TTT Pick-up ☐ Own Delivery ☒ Other

DOCK RECEIPT #

101

FORWARDING AGENT – REFERENCES

DOCK RECEIPT

SHIPPER

CONSIGNED TO

ADDRESS ARRIVAL NOTICE TO

PORT DELIVERY NAME STREET ADDRESS CITY

☐ NOT REQUIRED

UNLESS CHECKED, EXPORT SERVICE WILL BE

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE AT

VESSEL

VOYAGE NO.

FLAG

AMERICAN

PIER

13 Stapleton, Staten Island

PORT OF DISCHARGE

FINAL PORT DESTINATION (OF THE GOODS NOT OF THE SHIP)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT
	(1)	TRAILER LOAD FREIGHT ALL KINDS	
		T-VAN NO. 720140	
		SEAL NO. 2355	
		DOES NOT CONTAIN ANY CHEMICALS OR INFLAMMABLE LIQUIDS. NO LABEL OF ANY KIND WHATSOEVER	

IN ACCORDANCE WITH RULE 6 OF THE CARRIER'S TARIFF CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, UNLESS CUSTOMARY FREIGHT RATES ARE INCREASED AND UNLESS SHIPPER PAYS A CHARGE OF 2% OF DECLARED VALUE. THE VALUE OF THE GOODS IS HEREBY DECLARED NOT TO EXCEED $ _____ PER _____ AND UNLESS SHIPPER PAYS A CHARGE OF 2% OF DECLARED VALUE, THE VALUE OF THE GOODS IS HEREBY DECLARED NOT TO EXCEED $ _____ PER _____ AND UNLESS A GREATER VALUE IS SET FORTH HEREIN AS A

Charging Party's (CONEX) Exhibit "C-4".

[illegible]

358 ST. MARKS PLACE, STATEN ISLAND, NEW YORK 10301
TELEPHONE (212) 447-2600 CABLE: TRIPLETEE

DELIVERING CARRIER TO STEAMER | DOCK RECEIPT # | TTT BOOKING NO.

☐ TTT Pick-up ☐ Own Delivery ☒ Other U. S. T. | 24415 1-1 |

FORWARDING AGENT - REFERENCES
CONSOLIDATED EXPRESS INC. [illegible] NY

DOCK RECEIPT

PLR
CONSOLIDATED EXPRESS INC., 700 - 13TH AVE., [illegible] N. Y.

ASSIGNED TO
CONSOLIDATED EXPRESS INC., P.O. BOX 2[illegible], SAN JUAN, P. R.

ADDRESS ARRIVAL NOTICE TO
CONSOLIDATED EXPRESS INC.
P.O. BOX 2[illegible]
SAN JUAN, P. R. 00936

STORE DELIVERY NAME STREET ADDRESS CITY | ☐ NOT REQUIRED | UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

BL	VOYAGE NO.	FLAG	PIER	PORT OF LOADING
[illegible]	53-11	AMERICAN	13 Stapleton, Staten Island	New York

PORT OF DISCHARGE: SAN JUAN
FINAL PORT DESTINATION (OF THE GOODS NOT OF THE SHIP)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
CONSOLIDATED EXPRESS INC. SAN JUAN, P.R.	(1)	TRAILERLOAD FREIGHT ALL KINDS T-VAN NO. 700274 SEAL NO. 2917 DOES NOT CONTAIN ANY CHEMICALS OR INFLAMMABLE LIQUIDS - NO LABEL CARGO WHATSOEVER		[illegible]

IN ACCORDANCE WITH RULE 640 OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT UNLESS VALUED ON FACE HEREOF OR FILED UNLESS A GREATER VALUE IS SET FORTH HEREIN AS $ _____ AND UNLESS SHIPPER PAYS A CHARGE OF 2% OF DECLARED VALUE IN EXCESS OF $500 WHERE SUCH [illegible]

FOR PIER USE ONLY

CARRIER U.S. TRUCK LICENSE # K(T)26[illegible]7

TRAILER # 700274 SEAL # SIDE DOOR _____ SEAL # REAR DOOR 2917

NO SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____

CHECKER [illegible] DATE 5/1/72

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREIN SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER'S AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANS-AMERICAN TRAILER TRANSPORT, INC.

BY [illegible] RECEIVING CLERK

DATE 5/1/72

Charging Party's (CONEX) Exhibit "C-4".

[illegible] INC.
358 ST. MARKS PLACE, STATEN ISLAND, NEW YORK 10301
TELEPHONE (212) 447-2600 CABLE: TRIPLETEX

DELIVERING CARRIER TO STEAMER
☐ TTT Pick-up ☐ Own Delivery ☒ Other U. S. T.

DOCK RECEIPT # 191

TTT BOOKING #

FORWARDING AGENT – REFERENCES
CONSOLIDATED EXPRESS INC. - 731-NY

DOCK RECEIPT

SHIPPER
CONSOLIDATED EXPRESS INC., 760 - 10TH AVE., NEW YORK, N. Y.

ASSIGNED TO
CONSOLIDATED EXPRESS INC., C.P.O. BOX 2060, SAN JUAN, P. R.

ADDRESS ARRIVAL NOTICE TO
CONSOLIDATED EXPRESS INC.
C.P.O. BOX 2060
SAN JUAN, P. R. 00936

STORE DELIVERY NAME STREET ADDRESS CITY ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL [illegible] DE LEON
VOYAGE NO. 53-11
FLAG AMERICAN
PIER 13 Stapleton, Staten Island
PORT OF LOAD New York
PORT OF DISCHARGE [illegible]
FINAL PORT DESTINATION (IF THE GOODS NOT OF THE SHIP)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
CONSEXPINC. SAN JUAN, P.R.	(1)	TRAILERLOAD FREIGHT ALL KINDS T-VAN NO. 79824 SEAL NO. 2965 DOES NOT CONTAIN ANY CHEMICALS OR FLAMMABLE LIQUIDS - LABEL CHECKED		[illegible]

IN ACCORDANCE WITH RULE 6(b) OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, UNIT OR CUSTOMARY FREIGHTING UNIT, OR IN CASE OF LOSS OR DAMAGE, PER PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AS $ _____ AND UNLESS SHIPPER PAYS A CHARGE OF .5% OF DECLARED VALUE IN ACCORDANCE THEREWITH.

FOR PIER USE ONLY

CARRIER U.S.T. LICENSE # 28-757

TRAILER # 79824 SEAL # SIDE DOOR 2965

SEAL # REAR DOOR

TO SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. C. ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____

LOCKER [illegible] DATE 7-11-74

RECEIVED THE GOODS OR MERCHANDISE DESCRIBED IN THIS DOCK RECEIPT ALL AS INDICATED BY THE SHIPPER'S MARKS AND NUMBERS, SUBJECT TO ALL THE TERMS OF THE RECEIVING CARRIER'S STANDARD FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY [illegible] RECEIVING CLERK

DATE 7-11-74

Charging Party's (CONEX) Exhibit "C-4".

790376 35th ST. MARKS PLACE, STATEN ISLAND, NEW YORK 10304
TELEPHONE (212) 447-2600 CABLE: TRIPLETLE

DELIVERING CARRIER TO STEAMER
☐ TTT Pick-up ☐ Own Delivery ☒ Other U. S. T.

DOCK RECEIPT # 171

TTT BOOKING NO. 54-3

FORWARDING AGENT – REFERENCES
CONSOLIDATED EXPRESS INC. NO. 136-NY

DOCK RECEIPT

SHIPPER
CONSOLIDATED EXPRESS INC., 360 - 12TH AVE., NEW YORK, N. Y.

CONSIGNED TO
CONSOLIDATED EXPRESS INC., C.P.O. BOX 4210, SAN JUAN, P. R.

ADDRESS ARRIVAL NOTICE TO
CONSOLIDATED EXPRESS INC.
P.O. BOX 4210
SAN JUAN, P. R. 00936

STORE DELIVERY NAME, STREET ADDRESS, CITY ☐ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PROVIDED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL	VOYAGE NO	FLAG	PIER	PORT OF LOADING
[illegible]	53-11	AMERICAN	13 Stapleton, Staten Island	New York

PORT OF DISCHARGE: SAN J[illegible]

FINAL PORT DESTINATION (OF THE GOODS NOT OF THE SHIP)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
CONSOLIDATED. SAN JUAN, P.R.	(1)	TRAILER LOAD FOODSTUFF ALL KINDS T-VAN NO. 790376 SEAL NO. 2558 DOES NOT CONTAIN ANY CHEMICALS OR INFLAMMABLE LIQUIDS - NO LABEL REQUIRED		[illegible]

IN ACCORDANCE WITH RULE 410 OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NOT MORE THAN $500 PER PACKAGE, PIECE, OR CUSTOMARY FREIGHT UNIT WITH NOT [illegible] AND/OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AS $ _____ AND SHIPPER PAYS A CHARGE OF 2% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS [illegible]

FOR PIER USE ONLY

CARRIER TTT LICENSE # [illegible]

TRAILER # 790376 Ret'd SEAL # SIDE DOOR _____ SEAL # REAR DOOR [illegible]

NO SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT 41 SCALE WEIGHT _____

CHECKER [illegible] DATE [illegible]

RECEIVED THE GOODS OR MERCHANDISE [illegible] MENT ALL AS INDICATED BY THE SHIPPER [illegible] SUBJECT TO ALL THE TERMS OF THE PIER [illegible] FORM OF PIER PERMIT, DOCK RECEIPT, [illegible] OF LADING OF THE CARRIER, COPIES OF WHICH [illegible] BE OBTAINED ON APPLICATION TO THE [illegible] ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER [illegible] AGENT, TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY _____ RECEIVING CLERK

DATE [illegible]

Charging Party's (CONEX) Exhibit "C-4".

TRANSAMERICAN [illegible] INC.
356 ST. MARKS PLACE, STATEN ISLAND, NEW YORK 10301
TELEPHONE (212) 447-2600 CABLE: TRIPLETEE

DELIVERING CARRIER TO STEAMER
☐ TTT Pick-up ☐ Own Delivery ☒ Other U. S. T.

DOCK RECEIPT # 131

TTT BOOKING NO.

FORWARDING AGENT – REFERENCES

DOCK RECEIPT

SHIPPER

CONSIGNED TO

ADDRESS ARRIVAL NOTICE TO

STOP DELIVERY NAME STREET ADDRESS CITY ☒ NOT REQUIRED UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER NAME OF DELIVERY IS TO BE MADE TO CONSIGNEE AT DEST.

VESSEL VOYAGE NO. FLAG

PIER 13 Stapleton, Staten Island

PORT OF LOADING New York

PORT OF DISCHARGE

FINAL PORT DESTINATION (IF THE GOODS NOT OF THE SHIP)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
CONSOLIDATED SAN JUAN, P.R.	(1)	TRAILERLOAD FREIGHT ALL KINDS T-VAN NO. 70466 SEAL NO. 2083 DOES NOT CONTAIN ANY CHEMICALS OR INFLAMMABLE LIQUIDS NO LABEL CARGO UNATTACHED		

IN ACCORDANCE WITH RULE 410 OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS OTHERWISE UNLESS A GREATER VALUE IS SET FORTH HEREIN AS $ _____ AND UNLESS SHIPPER PAYS A CHARGE OF 2% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS $ _____

FOR PIER USE ONLY

CARRIER U.S.T. LICENSE # V2[illegible]

TRAILER # 70466 SEAL # SIDE DOOR

SEAL # REAR DOOR 2083

NO SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL TEMP. SETTING ON ARRIVAL

TEMP. TO BE MAINTAINED AT SCALE WEIGHT

CHECKED DATE

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER SUBJECT TO ALL THE TERMS OF THE [illegible] FORM OF PIER PERMIT, DOCK RECEIPT AND/OR OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY [illegible] RECEIVING CLERK

DATE 7-15-71

Charging Party's (CONEX) Exhibit "C-7".

Charging Party's (CONEX) Exhibit "C-7"

EXH 53-9 saud 9-15-72

C-7

Charging Party's (CONEX) Exhibit "C-7".

TRANSAMERICAN TRAILER TRANS. SYST. INC.

790545

358 ST. MARKS PLACE, STATEN ISLAND, NEW YORK 10301
TELEPHONE: (212) 447-2600 CABLE: TRIPLETEE

DELIVERING CARRIER TO STEAMER

☐ TTT Pick-up ☐ Own Delivery ☑ Other U. S. T.

DOCK RECEIPT # 816701 TTT BOOKING NO

FORWARDING AGENT – REFERENCES CONSOLIDATED EXPRESS INC. NO. 621-NY

DOCK RECEIPT

SHIPPER CONSOLIDATED EXPRESS INC., 760 - 12TH AVE., NEW YORK, N. Y.

CONSIGNED TO CONSOLIDATED EXPRESS INC., G.P.O. BOX 2050, SAN JUAN, P. R.

ADDRESS ARRIVAL NOTICE TO
CONSOLIDATED EXPRESS INC.
G.P.O. BOX 2050
SAN JUAN, P. R. 00936

STORE DELIVERY NAME STREET ADDRESS CITY ☐ NOT REQUIRED UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE'S ADDRESS

VESSEL: ERIC K HOLZER | VOYAGE NO.: 53-9 | FLAG: AMERICAN

PIER: 13 Stapleton, Staten Island

PORT OF LOADING: New York

PORT OF DISCHARGE: SAN JUAN

FINAL PORT DESTINATION (OF THE GOODS NOT OF THE SHIP)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
CONEXPINC. SAN JUAN, P.R.	(1)	TRAILERLOAD FREIGHT ALL KINDS T-VAN NO. 790545 SEAL NO. 2936 DOES NOT CONTAIN ANY CHEMICALS OR INFLAMMABLE LIQUIDS - NO LABEL CARGO WHATSOEVER		12,700

1972 SEP 11 PM 3:16

IN ACCORDANCE WITH RULE #18 OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AS SUCH AND PER PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AS $_____ AND UNLESS SHIPPER PAYS A CHARGE OF 2% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IT IS _____

FOR PIER USE ONLY

CARRIER UST LICENSE # X65773

TRAILER # KTTZ 790545 SEAL # SIDE DOOR ← SEAL # REAR DOOR 2936

NO SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____

CHECKER _____ DATE 9/11/72

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREOF SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY _____ RECEIVING CLERK

DATE 9/11/72

Charging Party's (CONEX) Exhibit "C-7".

TRANSAMERICAN TRAILER TRANSPORT, INC.

358 ST. MARKS PLACE, STATEN ISLAND, NEW YORK 10301
TELEPHONE (212) 447-2600 CABLE TRIPLETEE

DELIVERING CARRIER TO STEAMER

☐ TTT Pick-up ☐ Own Delivery ☒ Other U. S. T.

DOCK RECEIPT # 191 8207

TTT BOOKING NO.

FORWARDING AGENT – REFERENCES

CONSOLIDATED EXPRESS INC., 10 [illegible]

DOCK RECEIPT

SHIPPER

CONSOLIDATED EXPRESS INC., 760 - 12TH AVE., NEW YORK, N. Y.

CONSIGNED TO

CONSOLIDATED EXPRESS INC., C.P.O. BOX 2080, SAN JUAN, P. R.

ADDRESS ARRIVAL NOTICE TO

CONSOLIDATED EXPRESS INC.
C.P.O. BOX 2080
SAN JUAN, P. R. 00936

STORE DELIVERY NAME STREET ADDRESS CITY ☒ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL	VOYAGE NO.	FLAG	PIER	PORT OF LOADING
ERIC K HOLZER	53-9	AMERICAN	13 Stapleton, Staten Island	New York

PORT OF DISCHARGE: SAN JUAN

FINAL PORT DESTINATION (OF THE GOODS NOT OF THE SHIP)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
CONEXPINC. SAN JUAN, P.R.	(1)	TRAILERLOAD - CONTAINING - (POLES, STREET AND HIGHWAY, ALUMINUM) SEE ITEM #81240 T-VAN NO. 790093 SEAL NO. 2938	1200/9	[illegible]

TTT RECEIVED SEP 12 [illegible]

IN ACCORDANCE WITH REGULATIONS OF THE CARRIER'S TARIFF CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHICH MAY BE LOST OR DAMAGED OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AS $ _____ AND UNLESS SHIPPER PAYS A CHARGE OF 2% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS $ _____

FOR PIER USE ONLY

CARRIER U.S. LICENSE # X29150 N Y

TRAILER # 790093 SEAL # SIDE DOOR Rec'd

SEAL # REAR DOOR 2938

NO SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____

CHECKER [illegible] DATE 9/12/71

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREON SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY _____ RECEIVING CLERK

DATE [illegible]

Charging Party's (CONEX) Exhibit "C-7".

TRANSAMERICAN TRAILER TRANSPORT, INC.

790571

358 ST. MARKS PLACE, STATEN ISLAND, NEW YORK 10301
TELEPHONE (212) 447-2800 CABLE TRIPLETEE

DELIVERING CARRIER TO STEAMER

☐ TTT Pick-up ☐ Own Delivery ☒ Other U. S. T.

DOCK RECEIPT # 8234 101

TTT BOOKING NO.

FORWARDING AGENT – REFERENCES CONSOLIDATED EXPRESS INC. NO. 135-NY

DOCK RECEIPT

SHIPPER
CONSOLIDATED EXPRESS INC., 760 - 12TH AVE., NEW YORK, N. Y.

CONSIGNED TO
CONSOLIDATED EXPRESS INC., G.P.O. BOX 2010, SAN JUAN, P. R.

ADDRESS ARRIVAL NOTICE TO
CONSOLIDATED EXPRESS INC.
G.P.O. BOX 2010
SAN JUAN, P. R. 00936

STORE DELIVERY NAME STREET ADDRESS CITY ☐ NOT REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL: LEIF K HOLZER | VOYAGE NO.: 53-9 | FLAG: AMERICAN

PIER: 13 Stapleton, Staten Island

PORT OF LOADING: New York

PORT OF DISCHARGE: SAN JUAN

FINAL PORT DESTINATION (OF THE GOODS, NOT OF THE SHIP)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
CONEXPINC. SAN JUAN, P.R.	(1)	TRAILERLOAD FREIGHT ALL KINDS T-VAN NO. 790571 SEAL NO. 2239 DOES NOT CONTAIN ANY CHEMICALS OR INFLAMMABLE LIQUIDS - NO LABEL CARGO WHATSOEVER		30,477

ACCORDANCE WITH RULE 41B OF THE CARRIER'S TARIFF CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED AT PAY-IS OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AS $ _____ AND UNLESS SHIPPER PAYS A CHARGE OF 2% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS $ _____

FOR PIER USE ONLY

CARRIER United States Tck LICENSE # X 79566 D

TRAILER # 790571 SEAL # SIDE DOOR 2239

SEAL # REAR DOOR

O SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE F DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

EMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

EMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____

CHECKER Edwin Gonzalez DATE 4-27-72

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREON SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY _____ RECEIVING CLERK

DATE 4-27-72

Charging Party's (CONEX) Exhibit "C-7".

TRAILER INTERCHANGE RECEIPT & INSPECTION REPORT No. 05041

TIME & DATE DISPATCHED — TRANSAMERICAN TRAILER TRANSPORT, INC. — TIME & DATE RECEIVED

G.P.O. BOX 3528 SAN JUAN, P.R. 00936 TEL. 783-0505

CUSTOMER CODE	VESSEL VOY. NO.	TRAILER NUMBER	BIL NUMBER	FREE TIME STARTS	EXTENSION CODES (SEE BELOW)
	53-A-EHN	790-545	416	9/17/72	

REFEER	VAN	L/B	SOL	OTHER	CARRIER OUT	STATUS OUT	LD	MTY	CARRIER IN	STATUS IN	LD	MTY
CHECK ONE					Conex	X						

CHASSIS NO.	TRAILER/CHASSIS LICENSE NO.	TRACTOR LICENSE NO.	IN POOL DATE	OUT POOL DATE	CHECK (✓) BOX IF CUSTOMER CARTAGE
17.27323		2807			☐

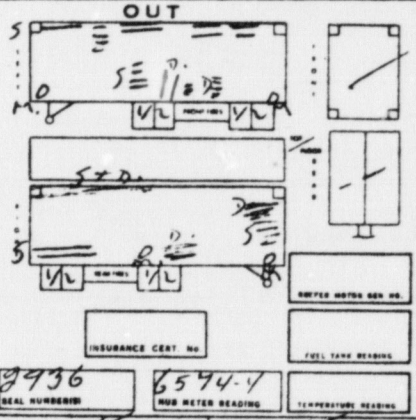
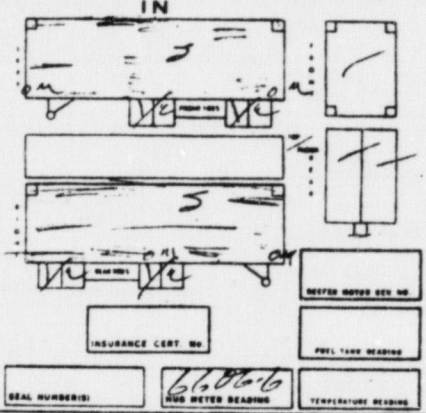
CUSTOMER NAME OUT: Consolidated Fr. San Juan — CUSTOMER NAME IN:

EXTENSION CODE EXPLANATION 1-DAMAGED EQUIPMENT 2-CARGO REHANDLED (LEAVE ON YARD RECORDS) 3-GROUNDED 4-OUT PORT CARGO 5-DOCUMENTATION 6-DW MAIL OUT 7-CONSOLIDATION 8-OTHER

CONTAINER & CHASSIS INSPECTION

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. IF NO EXCEPTION USE CHECK (✓) MARK. USE FOLLOWING SYMBOLS FOR EXCEPTIONS: M-MISSING C-CUT B-DENTED B-BROKEN H-HOLE

TIRE LEGEND: "B"-BALD; "F"-FOREIGN; "N"-NEW; "½"-HALF TREAD

OUT	IN
	
REEFER MOTOR SER. NO.	REEFER MOTOR SER. NO.
INSURANCE CERT. No.	INSURANCE CERT. No.
FUEL TANK READING	FUEL TANK READING
SEAL NUMBER(S): 9436	SEAL NUMBER(S):
HUB METER READING: 6574-1	HUB METER READING: 66866
TEMPERATURE READING	TEMPERATURE READING
BRAKES ✓ DOORS ✓	BRAKES DOORS
WHEEL LUGS ✓ CHASSIS ✓	WHEEL LUGS CHASSIS
FLAPS ✓ LANDING GEAR ✓	FLAPS LANDING GEAR
LIGHTS ✓ COUPLERS ✓	LIGHTS COUPLERS
CLEARANCE ✓ STOP ✓ TAIL ✓ INDICATOR ✓	CLEARANCE STOP TAIL INDICATOR
REMARKS:	REMARKS
DEMURRAGE STARTS: 9-26-72	NO. OF DAYS: RATE: TOTAL:

BY SIGNATURE HEREUNDER LESSEE ACCEPTS CARE, CUSTODY AND CONTROL OF CONTAINER (OR EQUIPMENT) AND CHASSIS AS INDICATED ABOVE, SUBJECT TO ALL TERMS AND CONDITIONS OF THE MARITIME TRAILER INTERCHANGE LEASE AGREEMENT BETWEEN LESSOR AND LESSEE.

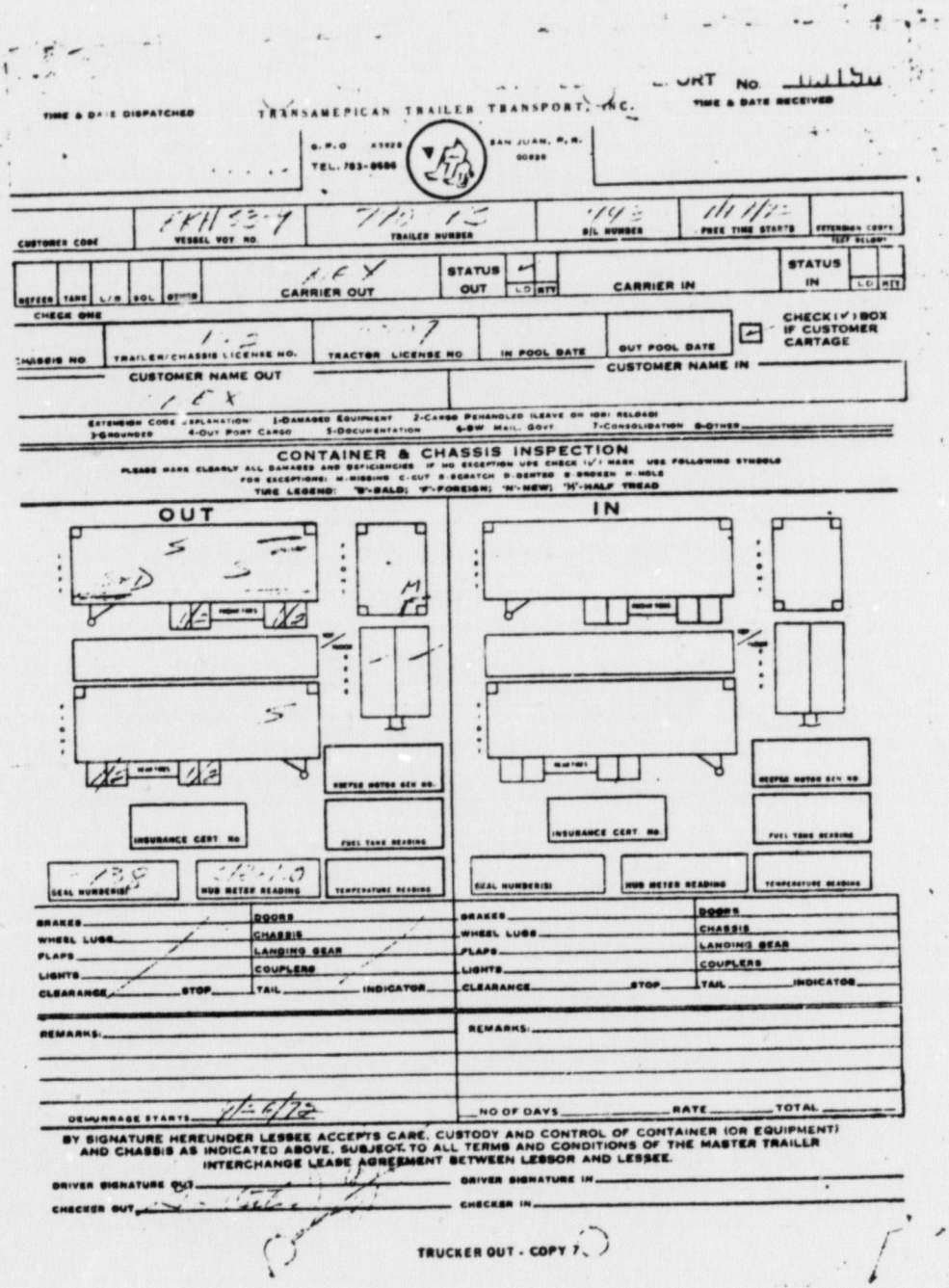
DRIVER SIGNATURE OUT: — DRIVER SIGNATURE IN:

CHECKER OUT: — CHECKER IN:

TRUCKER'S INVOICE - COPY 6

C

Charging Party's (CONEX) Exhibit "C-7".



UNT NO.

TIME & DATE DISPATCHED

TRANSAMERICAN TRAILER TRANSPORT, INC.

TIME & DATE RECEIVED

P.O. BOX 3928 SAN JUAN, P.R. 00936
TEL. 783-8686

CUSTOMER CODE | VESSEL VOY NO. | TRAILER NUMBER | B/L NUMBER | FREE TIME STARTS | EXTENSION COPY TEST BELOW

REFEER | TANK | L/R | SOL | OTHER | CARRIER OUT | STATUS OUT | LD | MTY | CARRIER IN | STATUS IN | LD | MTY

CHECK ONE

CHASSIS NO. | TRAILER/CHASSIS LICENSE NO. | TRACTOR LICENSE NO. | IN POOL DATE | OUT POOL DATE | CHECK (✓) BOX IF CUSTOMER CARTAGE

CUSTOMER NAME OUT | CUSTOMER NAME IN

EXTENSION CODE EXPLANATION: 1-DAMAGED EQUIPMENT 2-CARGO REHANDLED (LEAVE ON HOK) RELOAD) 3-GROUNDED 4-OUT PORT CARGO 5-DOCUMENTATION 6-DW MAIL, GOVT 7-CONSOLIDATION 8-OTHER

CONTAINER & CHASSIS INSPECTION

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES IF NO EXCEPTION USE CHECK (✓) MARK USE FOLLOWING SYMBOLS FOR EXCEPTIONS: M-MISSING C-CUT S-SCRATCH D-DENTED B-BROKEN H-HOLE
TIRE LEGEND: "B"-BALD; "F"-FOREIGN; "N"-NEW; "H"-HALF TREAD

OUT	IN
INSURANCE CERT NO.	INSURANCE CERT NO.
REEFER MOTOR SER NO.	REEFER MOTOR SER NO.
FUEL TANK READING	FUEL TANK READING
SEAL NUMBER(S)	SEAL NUMBER(S)
HUB METER READING	HUB METER READING
TEMPERATURE READING	TEMPERATURE READING

OUT		IN	
BRAKES	DOORS	BRAKES	DOORS
WHEEL LUGS	CHASSIS	WHEEL LUGS	CHASSIS
FLAPS	LANDING GEAR	FLAPS	LANDING GEAR
LIGHTS	COUPLERS	LIGHTS	COUPLERS
CLEARANCE STOP	TAIL INDICATOR	CLEARANCE STOP	TAIL INDICATOR

REMARKS:

REMARKS:

DEMURRAGE STARTS 11-6-72

NO OF DAYS RATE TOTAL

BY SIGNATURE HEREUNDER LESSEE ACCEPTS CARE, CUSTODY AND CONTROL OF CONTAINER (OR EQUIPMENT) AND CHASSIS AS INDICATED ABOVE, SUBJECT TO ALL TERMS AND CONDITIONS OF THE MASTER TRAILER INTERCHANGE LEASE AGREEMENT BETWEEN LESSOR AND LESSEE.

DRIVER SIGNATURE OUT

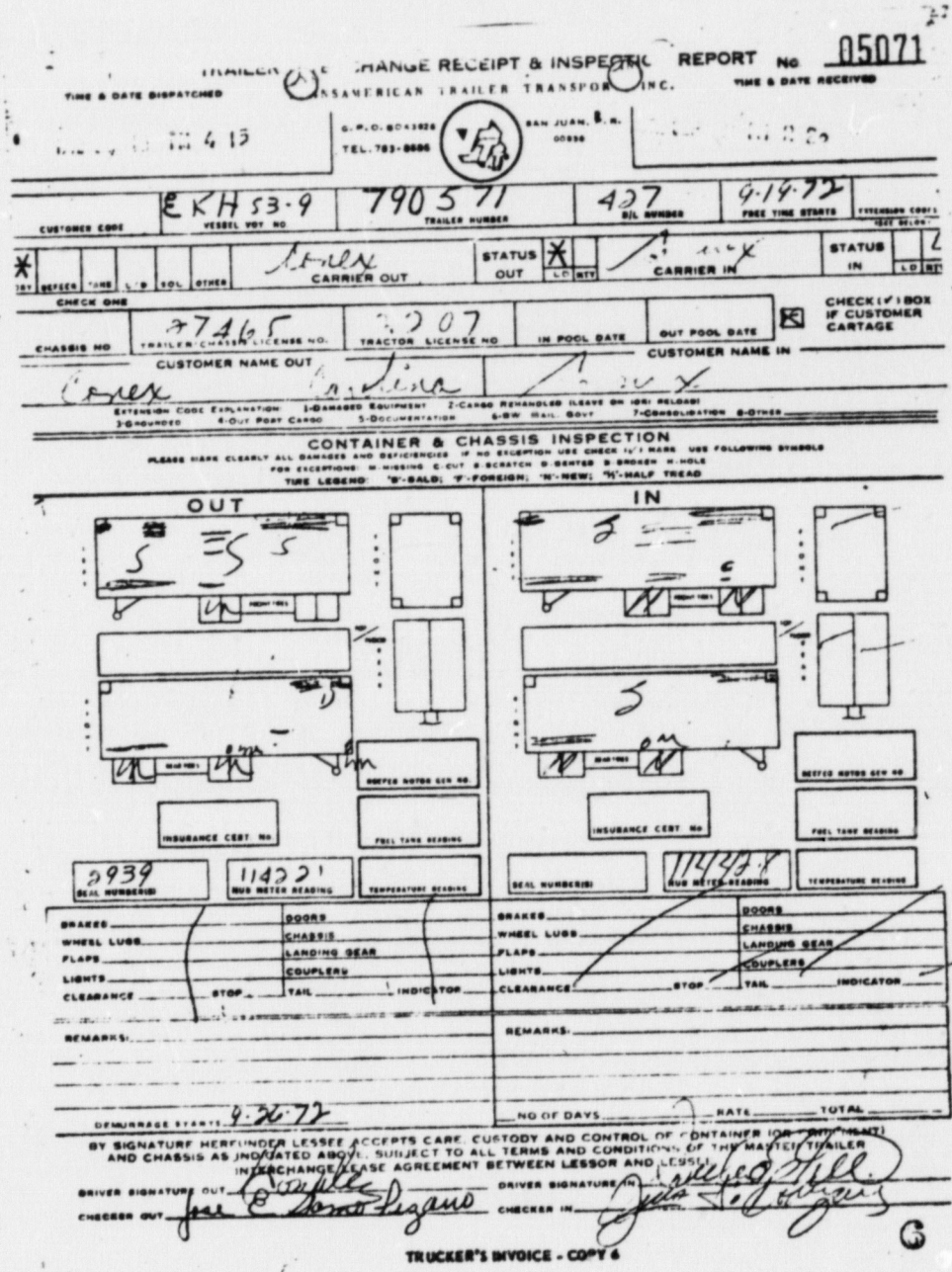
DRIVER SIGNATURE IN

CHECKER OUT

CHECKER IN

TRUCKER OUT - COPY 7

Charging Party's (CONT.) Exhibit "C-7".



EXCHANGE RECEIPT & INSPECTION REPORT No 05071

AMERICAN TRAILER TRANSPORT, INC.

TIME & DATE DISPATCHED

TIME & DATE RECEIVED

TEL. 783-8805

CUSTOMER CODE	VESSEL VOY NO	TRAILER NUMBER	B/L NUMBER	FREE TIME STARTS
EKH 53-9	790571	427	9-19-72	

CHECK ONE: DAY | DEFECT | TANK | L/P | SOL | OTHER

CARRIER OUT: Allen | STATUS OUT: X LD | RTY | CARRIER IN: X | STATUS IN: LD | RT

CHASSIS NO	TRAILER/CHASSIS LICENSE NO.	TRACTOR LICENSE NO	IN POOL DATE	OUT POOL DATE
77465		207		

CHECK (✓) BOX IF CUSTOMER CARTAGE

CUSTOMER NAME OUT: Coles | CUSTOMER NAME IN: X

Extension Code Explanation: 1-Damaged Equipment 2-Cargo Remanded (Leave on Job: Reload) 3-Grounded 4-Out Port Cargo 5-Documentation 6-SW Rail Govt 7-Consolidation 8-Other

CONTAINER & CHASSIS INSPECTION

Please mark clearly all damages and deficiencies. If no exception use check (✓) mark. Use following symbols for exceptions: M-Missing C-Cut S-Scratch D-Dented B-Broken H-Hole

Tire Legend: 'B'-Bald; 'F'-Foreign; 'N'-New; 'H'-Half Tread

OUT	IN
Reefer Motor Gen No.	Reefer Motor Gen No.
Insurance Cert. No.	Insurance Cert. No.
Fuel Tank Reading	Fuel Tank Reading
Seal Number(s): 3939	Seal Number(s):
Hub Meter Reading: 114221	Hub Meter Reading: 114478
Temperature Reading	Temperature Reading
Brakes	Brakes
Wheel Lugs	Wheel Lugs
Flaps	Flaps
Lights	Lights
Clearance	Clearance
Stop	Stop
Tail	Tail
Indicator	Indicator
Doors	Doors
Chassis	Chassis
Landing Gear	Landing Gear
Couplers	Couplers
Remarks:	Remarks:

Demurrage Starts: 9-20-72

No of Days ____ Rate ____ Total ____

BY SIGNATURE HEREUNDER LESSEE ACCEPTS CARE, CUSTODY AND CONTROL OF CONTAINER (OR EQUIPMENT) AND CHASSIS AS INDICATED ABOVE, SUBJECT TO ALL TERMS AND CONDITIONS OF THE MASTER TRAILER INTERCHANGE LEASE AGREEMENT BETWEEN LESSOR AND LESSEE.

Driver Signature Out: [signature] | Driver Signature In: [signature]

Checker Out: Jose E. Lopez Lugano | Checker In: [signature]

TRUCKER'S INVOICE - COPY 6

Charging Party's (CONEX) Exhibit "C-9".

Charging Party's (CONEX) Exhibit "C-9"

PONCE 49-1 SEALED 4-25-72

C-9

Charging Party's (CONEX) Exhibit "C-9".

TRANSAMERICAN TRAILER TRANSPORT, INC.

358 ST. MARKS PLACE STATEN ISLAND, NEW YORK 10301
TELEPHONE (212) 447-2600 CABLE: TRIPLETEE

DELIVERING CARRIER TO STEAMER
☐ TTT Pick up ☐ Own Delivery ☒ Other U. S. T.

DOCK RECEIPT # 49152 TTT BOOKING NO

FORWARDING AGENT - REFERENCES
CONSOLIDATED EXPRESS INC. NO. CO. NY

DOCK RECEIPT

SHIPPER
CONSOLIDATED EXPRESS INC., 760 - 12TH AVE., NEW YORK, N. Y.

CONSIGNED TO
CONSOLIDATED EXPRESS INC., C.P.O. BOX 2000, SAN JUAN, P.R.

ADDRESS ARRIVAL NOTICE TO
CONSOLIDATED EXPRESS INC.
C.P.O. BOX 2000
SAN JUAN, P. R. 00936

STOPE DELIVERY NAME (STREET ADDRESS CITY) ☐ NOT ☒ REQUIRED — UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER SAME IF DELIVERY IS TO BE MADE TO CONSIGNEE AT PIER

VESSEL: PONCE DE LEON | VOYAGE NO: 66-17 | FLAG: AMERICAN
PIER: 13 Stapleton, Staten Island | PORT OF LOADING: New York
PORT OF DISCHARGE: SAN JUAN
FINAL PORT DESTINATION (OF THE GOODS NOT OF THE SHIP)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
CONEXPINC. SAN JUAN, P.R.	(1)	TRAILERLOAD FREIGHT ALL KINDS T-VAN NO. 205612 SEAL NO. 2534 DOES NOT CONTAIN ANY CHEMICALS OR INFLAMMABLE LIQUIDS - NO LABEL CARGO WHATSOEVER		7[illegible]

IN ACCORDANCE WITH RULE #10 OF THE CARRIER'S TARIFF CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $[illegible] PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT UNLESS A HIGHER VALUE IS SET FORTH HEREIN AS $_____ AND UNLESS SHIPPER PAYS A CHARGE OF [illegible]% OF DECLARED VALUE IN EXCESS OF $100 PER PACKAGE, ETC.

FOR PIER USE ONLY

CARRIER U.S. Tpk LICENSE # X 2913271 J.

TRAILER Rim 205612 SEAL # SIDE DOOR _____ SEAL # REAR DOOR 2534

NO SEAL ON ARRIVAL. TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____

CHECKED [signature] DATE 4/25/11

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREIN SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY [signature] RECEIVING CLERK

DATE [illegible]

Charging Party's (CONEX) Exhibit "C-9".

TRANSAMERICAN TRAILER TRANSPORT INC.
L C L STOWAGE

DATE: 1/4

CONTAINER # 205612 SEAL 33319 WEIGHT 3.91[illegible]

SHIP _____ VOYAGE # _____ CUBE _____

B	D/R #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE
	9954		This	Container		was	Stripped	
			&	Reloaded		No Exceptions		
			No	Damages		all cargo intact		
						Signature B. [illegible]		

CHECKED [illegible] DATE 7/23/71 DATE [illegible]

Charging Party's (CONEX) Exhibit "C-9".

TRANSAMERICAN TRAILER TRANSPORT, INC.

TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

er: TTT License: 17317 Trailer No. 905-612

of Trailer 40'-1 ☐ Reefer ☐ O/T ☐ F/B ☐ Tank ☐ L/B ☐ Special Equip ☐ SOL

OUT			IN		
VESSEL VOYAGE # / B/L NO.	SEAL NO.		VESSEL VOYAGE # / B/L NO.	SEAL NO.	
2. 4417	75334				
SHIPPER	DESTINATION		CUSTOMER	DESTINATION	
[illegible]	S.J.		CONEX		
CARRIER	TRACTOR LIC. NO.		CARRIER	TRACTOR LIC. NO.	
CONEX	1770		11	4346	

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. IF NO EXCEPTION USE CHECK ✓ MARK. USE FOLLOWING SYMBOLS FOR EXCEPTIONS. M MISSING C CUT S SCRATCH D DENTED BR BROKEN H HOLE

OUT			IN		
RIGHT SIDE	FRONT	REAR	RIGHT SIDE	FRONT	REAR
✓	✓	✓	✓	/	✓
LEFT SIDE	TOP		LEFT SIDE	TOP	
✓			/	/	
FLOOR	HUB READING		FLOOR	HUB READING	
	14781-5		/	14304-5	

LOADED ☑ EMPTY ☐

DEMURRAGE
Free Time Starts 5/1/72
Demurrage Starts

Number of Days
Rate
Demurrage Charges

LOADED ☐ EMPTY ☐

Fuel Tank Reading Temp. 5/8/72

T.T.T. P.S. X10 PM 4-28-72

OUT				IN			
BRAKES	DOORS			BRAKES	DOORS		
WHEEL LUGS	CHASSIS			WHEEL LUGS	CHASSIS		
FLAPS	LANDING GEAR			FLAPS	LANDING GEAR		
LIGHTS	COUPLERS			LIGHTS	COUPLERS		
CLEARANCE STOP	TAIL	INDICATOR		CLEARANCE STOP ✓	TAIL	INDICATOR	
POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION
L.F. OUT		L.F. OUT		L.F. OUT		L.F. OUT	
L.F. IN		L.F. IN		R.F. IN		L.F. IN	
R. OUT		L.R. OUT		R.R. OUT		L.R. OUT	
R. IN		L.R. IN		R.R. IN		L.R. IN	

TRAILER DESCRIBED ABOVE HAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CKMAN SIGN: [signature]

CKED BY: [signature]

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CHECKED BY: [signature]

DRIVER SIGN: [signature]

White Copy: Lessor's Control Gold Copy: Accounting Dept. Lt. Yellow Copy: Invoice Green Copy: Lessee's File
Pink Copy: Truckman Blue Copy: Claims Dept. Buff Copy: History File

Charging Party's (CONEX) Exhibit "C-9".

TRANSAMERICAN TRAILER TRANSPORT, INC.
358 ST. MARKS PLACE, STATEN ISLAND, NEW YORK 10301
TELEPHONE (212) 447-2600 CABLE TRIPLETEE

DELIVERING CARRIER TO STEAMER
☐ TTT Pick-up ☐ Own Delivery ☒ Other U. S. T.

DOCK RECEIPT # 9464 101

TTT BOOKING NO.

FORWARDING AGENT – REFERENCES
CONSOLIDATED EXPRESS INC. NO. 41-NY

DOCK RECEIPT

SHIPPER
CONSOLIDATED EXPRESS INC., 700 - 12TH AVE., NEW YORK, N. Y.

CONSIGNED TO
CONSOLIDATED EXPRESS INC., G.P.O. BOX 2050, SAN JUAN, P. R.

ADDRESS ARRIVAL NOTICE TO
CONSOLIDATED EXPRESS INC.
G.P.O. BOX 2050
SAN JUAN, P. R. 00936

STORE DELIVERY NAME STREET ADDRESS CITY ☒ NOT REQUIRED
UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL PONCE DE LEON
VOYAGE NO 49-17
FLAG AMERICAN

PIER 13 Stapleton, Staten Island

PORT OF LOADING New York

PORT OF DISCHARGE SAN JUAN

FINAL PORT DESTINATION (OF THE GOODS NOT OF THE SHIP)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
CONEXPINC. SAN JUAN, P.R.	(1)	TRAILERLOAD FREIGHT ALL KINDS T-VAN NO. 709526 SEAL NO. 2535 DOES NOT CONTAIN ANY CHEMICALS OR INFLAMMABLE LIQUIDS - NO LABEL CARGO WHATSOEVER		3[illegible]

IN ACCORDANCE WITH RULE 6(d) OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED PER PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AS $ _____ AND UNLESS SHIPPER PAYS A CHARGE OF 2% IF DECLARED VALUE IN EXCESS OF $100 WHICH CHARGE IS _____

FOR PIER USE ONLY

CARRIER 21 S
DRAY
TRAILER # 709526

LICENSE # X6T222
SEAL # SIDE DOOR
SEAL # REAR DOOR 2535

NO SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

EMP. ON ARRIVAL
TEMP. SETTING ON ARRIVAL
EMP. TO BE MAINTAINED AT 1
SCALE WEIGHT
CHECKER
DATE 4/13/72

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER ABOVE SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR HIS AGENT TRAILERS ARE RECEIVED SUBJECT TO SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY [signature] RECEIVING CLERK

DATE 4/13/72

Charging Party's (CONEX) Exhibit "C-9".

TRANSAMERICAN TRAILER TRANSPORT INC.
L C L STOWAGE

DATE: 2/4
CONTAINER # 790526 SEAL [illegible] WEIGHT [illegible]
SHIP _____ VOYAGE # _____ CUBE _____

B	D/R #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE
	9769		This	CONTAINER		WAS	STRIPPED	
			&	RELOADED		NO EXCEPTIONS		
			No	DAMAGES		all CARGO INTACT		
						SIGNATURE [illegible]		

CHECKED _____ DATE 2/7/69 DATE _____

ONLY COPY AVAILABLE

722x

Charging Party's (CONEX) Exhibit "C-9".

TRANSAMERICAN TRAILER TRANSPORT, INC.

TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

ner: ITT License: 2698 Trailer No. 720522

e of Trailer: ☐ Reefer ☐ O/T ☐ F/B ☐ Tank ☐ L/B ☐ Special Equip ☐ SOL

OUT			IN		
SEL VOYAGE # / B/L NO.	461	SEAL NO.	VESSEL VOYAGE # / B/L NO.		SEAL NO.
STOMER		DESTINATION	CUSTOMER		DESTINATION
RRIER		TRACTOR LIC. NO.	CARRIER		TRACTOR LIC. NO.

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES IF NO EXCEPTION USE CHECK ✓ MARK USE FOLLOWING SYMBOLS FOR EXCEPTIONS M MISSING C CUT S SCRATCH D DENTED BR BROKEN H HOLE

OUT: RIGHT SIDE · FRONT · REAR · LEFT SIDE · TOP · FLOOR · HUB READING 105109

IN: RIGHT SIDE · FRONT · REAR · LEFT SIDE · TOP · FLOOR · HUB READING

LOADED ☒ EMPTY ☐

DEMURRAGE
Free Time Starts 5-1-72
Demurrage Starts

Number of Days
Rate
Demurrage Charges

LOADED ☐ EMPTY ☐

Fuel Tank Reading Temp.

5-8-72

OUT				IN			
BRAKES		DOORS		BRAKES		DOORS	
WHEEL LUGS		CHASSIS		WHEEL LUGS		CHASSIS	
FLAPS		LANDING GEAR		FLAPS		LANDING GEAR	
LIGHTS		COUPLERS		LIGHTS		COUPLERS	
CLEARANCE STOP		TAIL INDICATOR		CLEARANCE STOP		TAIL INDICATOR	
POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION
L.F. OUT		L.F. OUT		R.F. OUT		L.F. OUT	
L.F. IN		L.F. IN		R.F. IN		L.F. IN	
L.R. OUT		L.R. OUT		R.R. OUT		L.R. OUT	
L.R. IN		L.R. IN		R.R. IN		R.R. IN	

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED ON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CKMAN SIGN

CKED BY

DRIVER SIGN

White Copy: Lessor's Control **Gold Copy:** Accounting Dept. **Lt. Yellow Copy:** Invoice **Green Copy:** Lessee's File
Pink Copy: Truckman **Blue Copy:** Claims Dept. **Buff Copy:** History File

Charging Party's (CONEX) Exhibit "C-9".

ONLY COPY AVAILABLE

TRANSAMERICAN TRAILER TRANSPORT, INC.

39 ST. MARKS PLACE, STATEN ISLAND, NEW YORK 10301
TELEPHONE (212) 447-2600 CABLE: TRIPLETEE

LIVERING CARRIER TO STEAMER | DOCK RECEIPT # | TTT BOOKING NO.

☐ TTT Pick up ☐ Own Delivery ☒ Other U. S. T. | 1673 101

IRWARDING AGENT — REFERENCES

CONSOLIDATED EXPRESS INC. NO. SAN JUAN

DOCK RECEIPT

IPPER

CONSOLIDATED EXPRESS INC., P.O. - 12TH AVE., [illegible]

NSIGNED TO

CONSOLIDATED EXPRESS INC., C.P.O. BOX 2220, SAN JUAN, P.R.

DRESS ARRIVAL NOTICE TO

CONSOLIDATED EXPRESS INC.
C.P.O. BOX 2220
SAN JUAN, P. R. 00936

STORE DELIVERY NAME STREET ADDRESS CITY | ☒ NET REQUIRED | UNLESS CHECKED, DELIVERY SERVICE WILL BE PERFORMED

ENTER NAME IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

SSEL | VOYAGE NO | FLAG | PIER | PORT OF LOADING

PONCE DE LEON 41-17 AMERICAN | 13 Stapleton, Staten Island | New York

T OF DISCHARGE | FINAL PORT DESTINATION (OF THE GOODS NOT OF THE SHIP)

SAN JUAN

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
CONEXPINC. SAN JUAN, P.R.	(1)	TRAILERLOAD FREIGHT ALL KINDS T-VAN NO. 7[illegible]1 SEAL NO. 2532 DOES NOT CONTAIN ANY CHEMICALS OR INFLAMMABLE LIQUIDS - NO LABEL CARGO WHATSOEVER		[illegible]

ACCEPTANCE WITH THIS DOCK RECEIPT OF THE CARRIER'S TARIFF, CARRIER'S LIABILITY SHALL BE LIMITED TO [illegible] PER PACKAGE UNLESS A GREATER VALUE IS SET FORTH HEREIN AND [illegible]

FOR PIER USE ONLY

ARRIER U.S. Trk LICENSE # XC A-88-14

RAILER # RTT2 790361 SEAL # SIDE DOOR SEAL # REAR DOOR 25312

D SEAL ON ARRIVAL TTT SEAL # [illegible] AFFIXED IN PRESENCE F DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

EMP. ON ARRIVAL TEMP. SETTING ON ARRIVAL

EMP. TO BE INTAINED AT SCALE WEIGHT

ECKER Hamilton DATE 4/24/72

RECEIVED THE GOODS OR MERCHANDISE EXCEPTED AS INDICATED BY THE SHIPPER'S [illegible] SUBJECT TO ALL THE TERMS OF THE [illegible] FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER, ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR AGENT, TRAILERS ARE RECEIVED SUBJECT TO SHIPPER'S LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, INC.

BY RECEIVING CLERK

DATE

Charging Party's (CONEX) Exhibit "C-9".

TRANSAMERICAN TRAILER TRANSPORT INC.
L C L STOWAGE

DATE: 1/3
CONTAINER # 740361 SEAL 95213 WEIGHT 40714
SHIP _____ VOYAGE # _____ CUBE _____

B/R #	NO. OF PKGS.	MARKS	COMMODITY	CUBE	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE
9373		This	CONTAINER		WAS	STRIPPED	
		&	RELEASED		NO EXCEPTIONS		
		NO	DAMAGES		all CARGO INTACT		
					SIGNATURE		

ONLY COPY AVAILABLE

722aa

Charging Party's (CONEX) Exhibit "C-9".

ER-CHANGE NO. 71-1- 25481

TRANSAMERICAN TRAILER TRANSPORT, INC.

TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

er 1-1-T- License 27433 Trailer No. 790361

e of Trailer: ☐ Reefer ☐ O/T ☐ F/B ☐ Tank ☐ L/B ☐ Special Equip ☐ SOC

OUT			IN		
VESSEL VOYAGE # / B/L NO. 400	SEAL NO. 2532		VESSEL VOYAGE # / B/L NO.	SEAL NO.	
CUSTOMER Individual Exp	DESTINATION S. S.		CUSTOMER Conex	DESTINATION	
CARRIER One X	TRACTOR LIC. NO. 4346		CARRIER	TRACTOR LIC. NO.	

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. IF NO EXCEPTION USE CHECK (✓) MARK. USE FOLLOWING SYMBOLS FOR EXCEPTIONS: M-MISSING C-CUT S-SCRATCH D-DENTED BR-BROKEN H-HOLE

OUT	IN
RIGHT SIDE / FRONT / REAR	RIGHT SIDE / FRONT / REAR
LEFT SIDE / TOP	LEFT SIDE / TOP
FLOOR / HUB READING 110306 G	FLOOR / HUB READING 11-5113-0
LOADED ☐ EMPTY ☐	LOADED ☐ EMPTY ☐

DEMURRAGE
Free Time Starts 5-1-72
Demurrage Starts

Number of Days
Rate
Demurrage Charges

Fuel Tank Reading Temp.

5/4/72

OUT				IN			
BRAKES		DOORS		BRAKES		DOORS	
WHEEL LUGS		CHASSIS		WHEEL LUGS		CHASSIS	
FLAPS		LANDING GEAR		FLAPS		LANDING GEAR	
LIGHTS		COUPLERS		LIGHTS		COUPLERS	
CLEARANCE	STOP	TAIL	INDICATOR	CLEARANCE	STOP	TAIL	INDICATOR

POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION
R.F. OUT		L.F. OUT		R.F. OUT		L.F. OUT	
R.F. IN		L.F. IN		R.F. IN		L.F. IN	
R.R. OUT		L.R. OUT		R.R. OUT		L.R. OUT	
R.R. IN		L.R. IN		R.R. IN		L.R. IN	

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE

TRUCKMAN SIGN Linda Tull

CHECKED BY 5/4/72

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE

CHECKED BY

DRIVER SIGN

White Copy: Lessor's Control Copy: Accounting Dept. Lt. Yellow Copy: Invoice Green Copy: Lessee's File
Pink Copy: Trackman Blue Copy: Claims Dept. Buff Copy: History File

ONLY COPY AVAILABLE

722bb

Charging Party's (CONEX) Exhibit "C-9".

TRANSAMERICAN TRAILER TRANSPORT, INC.

TRAILER INTERCHANGE RECEIPT AND INSPECTION REPORT

License 28102 Trailer No. 790140

Type of Trailer: ☐ Reefer ☐ O/T ☐ F/B ☐ Tank ☐ L/B ☐ Special Equip ☐ SOL

OUT				IN			
VESSEL VOYAGE	B/L NO.	SEAL NO. 2533		VESSEL VOYAGE	B/L NO.	SEAL NO.	
OWNER Unlisted Ex.		DESTINATION S. J.		CUSTOMER		DESTINATION	
HELD		TRACTOR LIC. NO. 2210		CARRIER		TRACTOR LIC. NO.	

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. IF NO EXCEPTION USE CHECK (✓) MARK. USE FOLLOWING SYMBOLS FOR EXCEPTIONS: M-MISSING C-CUT S-SCRATCH D-DENTED BR-BROKEN H-HOLE

OUT		IN	
RIGHT SIDE	FRONT / REAR	RIGHT SIDE	FRONT / REAR
LEFT SIDE	TOP	LEFT SIDE	TOP
FLOOR	HUB READING 7527.1	FLOOR	HUB READING 9512.6
LOADED ☑ EMPTY ☐	DEMURRAGE Free Time Starts 5/1/72 Demurrage Starts	Number of Days Rate Demurrage Charges	LOADED ☐ EMPTY ☐

Fuel Tank Reading _____ Temp. _____

5/5/72.

OUT				IN			
BRAKES	DOORS			BRAKES	DOORS		
WHEEL LUGS	CHASSIS			WHEEL LUGS	CHASSIS		
FLAPS	LANDING GEAR			FLAPS	LANDING GEAR		
LIGHTS	COUPLERS			LIGHTS	COUPLERS		
CLEARANCE	STOP	TAIL	INDICATOR	CLEARANCE	STOP	TAIL	INDICATOR
POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION	POSITION	CONDITION
L.F. OUT		L.F. OUT		R.F. OUT		R.F. OUT	
L.F. IN		L.F. IN		R.F. IN		L.F. IN	
L.R. OUT		L.R. OUT		R.R. OUT		L.R. OUT	
L.R. IN		L.R. IN		R.R. IN		L.R. IN	

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED AND RECEIVED FROM TRANSAMERICAN TRAILER TRANSPORT IN GOOD CONDITION EXCEPT AS NOTED ABOVE.

TRUCKMAN SIGN _____

CREW BY _____

TRAILER DESCRIBED ABOVE WAS CAREFULLY INSPECTED UPON RETURN BY TRUCKMAN AND WAS FOUND IN GOOD CONDITION EXCEPT AS NOTED ABOVE.

CHECKED BY _____

DRIVER SIGN _____

White Copy: Lessor's Control Gold Copy: Accounting Dept. Lt. Yellow Copy: Invoice Green Copy: Lessee's File
Pink Copy: Truckman Blue Copy: Claims Dept. Buff Copy: History File

ONLY COPY AVAILABLE

722cc

Charging Party's (CONEX) Exhibit "C-9".

TRANSAMERICAN TRAILER TRANSPORT, INC.
358 ST. MARKS PLACE, STATEN ISLAND, NEW YORK 10301
TELEPHONE (212) 447-2600 CABLE: TRIPLETEE

DELIVERING CARRIER TO STEAMER

☐ TTT Pick-up ☐ Own Delivery ☒ Other U. S. T.

DOCK RECEIPT # 7703 101 | TTT BOOKING NO.

FORWARDING AGENT – REFERENCES

CONSOLIDATED EXPRESS INC. 760 - 12TH AVE., NEW YORK

DOCK RECEIPT

SHIPPER

CONSIGNED TO CONSOLIDATED EXPRESS INC., 760 - 12TH AVE., NEW YORK, N. Y.

ADDRESS ARRIVAL NOTICE TO

CONSOLIDATED EXPRESS INC.
C.P.O. BOX 2080
SAN JUAN, P. R. 00936

NAME STREET ADDRESS CITY ☐ RECEIVED SUBJECT TO

ENTER "SAME" IF DELIVERY IS TO BE MADE TO CONSIGNEE ADDRESS

VESSEL	VOYAGE NO.	FLAG	PIER	PORT OF LOADING
PONCE DE LEON	40-17	AMERICAN	13 Stapleton, Staten Island	New York

PORT OF DISCHARGE: SAN JUAN

FINAL PORT DESTINATION (OF THE GOODS NOT OF THE SHIP)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
CONEXPINC. SAN JUAN, P.R.	(1)	TRAILERLOAD FREIGHT ALL KINDS T-VAN NO. 790140 SEAL NO. 2533 DOES NOT CONTAIN ANY CHEMICALS OR INFLAMMABLE LIQUIDS NO LABEL CARGO WHATSOEVER		37,77

1972 APR 24 PM 3:0 RECEIVED-HOTH

IN ACCORDANCE WITH RULE 490 OF THE CARRIER'S TARIFF CARRIER'S LIABILITY SHALL BE LIMITED TO NO MORE THAN $500 PER PACKAGE, PIECE OR CUSTOMARY FREIGHT UNIT WHEN NOT SHIPPED ... NOR OR PIECE UNLESS A GREATER VALUE IS SET FORTH HEREIN AS $ _____ AND UNLESS SHIPPER PAYS A CHARGE OF 3% OF DECLARED VALUE IN EXCESS OF $500 WHICH CHARGE IS $ _____

FOR PIER USE ONLY

CARRIER United States Trk. LICENSE # X79334N2

TRAILER # 790140 SEAL # SIDE DOOR _____ SEAL # REAR DOOR 2533

NO SEAL ON ARRIVAL TTT SEAL # _____ AFFIXED IN PRESENCE OF DRIVER. TTT NOT RESPONSIBLE FOR SHIPPERS LOAD STOW AND COUNT.

TEMP. ON ARRIVAL _____ TEMP. SETTING ON ARRIVAL _____

TEMP. TO BE MAINTAINED AT _____ SCALE WEIGHT _____

CHECKER Edwin Cornelius DATE 4-24-72

RECEIVED THE GOODS OR MERCHANDISE FOR SHIPMENT ALL AS INDICATED BY THE SHIPPER HEREIN SUBJECT TO ALL THE TERMS OF THE REGULAR FORM OF PIER PERMIT, DOCK RECEIPT AND BILL OF LADING OF THE CARRIER, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO THE CARRIER ITS AGENTS OR THE MASTER.

WHEN TRAILERS ARE LOADED BY SHIPPER OR AGENT TRAILERS ARE RECEIVED SUBJECT SHIPPERS LOAD STOW AND COUNT.

TRANSAMERICAN TRAILER TRANSPORT, I

BY _____ RECEIVING CLERK

DATE 4/24/72

ONLY COPY AVAILABLE

722dd

Charging Party's (CONEX) Exhibit "C-9".

TRANSAMERICAN TRAILER TRANSPORT INC.
L C L STOWAGE

DATE: 2/[illegible]

CONTAINER # 790140 SEAL 11325 WEIGHT 38775

SHIP _____ VOYAGE # _____ CUBE _____

B	DR #	NO. OF PCS.	MARKS	COMMODITY	CUBE	WTS.	RAIL CAR # OR SHIPPER	CONSIGNEE
	9903		This	Container		was	Stripped	
			&	Reloaded		no exceptions		
			No	Damages		all cargo intact		
						Signature [illegible]		

CONEX Transcript, Volume I, dated August 20, 1973.

* * * * * *

(5) Mr. Schwartzbart:

However, with respect to all of these matters, as has been pointed out in the relief sought in the papers, our petition papers, we have qualifying language which would relate only to the application of the particular rule stated, and their manner of application to the charging party, Consolidated Express, Inc. And we do not ask the Court at this time to enjoin the enforcement of the rules in any other place.

This is not to say that the Labor Board is going on record as endorsing these rules but for the purposes of this proceeding we do not seek broader remedy than that which has been requested.

* * * * * *

(57) Now, Mr. Lambos, at the start of his comments, stated that the present rules—that the present case could not be limited to the rights of only Consolidated but would necessarily have to entail an entire broad base attack on the further effectuation of the rules on containers.

In actuality, it is possible that this might not be the case. Certainly, their case would be stronger with regard to a consolidator who perhaps, unless Consolidated, (58) had been receiving subcontracted work directly from the steamships whereby the steamship lines may have sent cargo that they, themselves, might have consolidated for their own account away from the pier to be done at the premises of some consolidator but that is not the case with Consolidated and that, of course, would have the effect of lessening unit work that might otherwise have been done by the ILA or perhaps they might have situations where consolidators might have formally contracted with the ILA and then made a better deal for themselves with some other union. But this, too, is not the case with Consolidated.

(59) So there may be some possibility, although I am not prepared to state this, that the rules on containers might have a different application with regard to the rights of certain other consolidators to bring this type of action.

However, we are concerned with the rights of Consolidated. They have had a history of doing this work which predates, if you want to trace the history, through their predecessor from the year 1956.

* * * * * *

(68) Q. Mr. Jacobs, what is your position A. In Consolidated Express I am one of the co-owners as well as Executive Vice-President and Chief Officer in the United States.

(69) Q. Are you in business alone? A. No. I have a partner in Puerto Rico. His name is Mr. Catinchi, C-a-t-i-n-c-h-i.

Q. What is Mr. Catinchi's first name? A. Rodolfo, R-o-d-o-l-f-o.

Q. What business is Consolidated in? A. We are in the consolidation of LTL cargo to and from the United States, to and from Puerto Rico.

Q. By LTL, what do you mean? A. Less than trailer load cargo, sir.

Q. Are the words trailer and container used interchangeably in your testimony? A. At least, in my testimony they are. That is correct.

Q. Between what ports do you ship cargo? A. New York and San Juan.

Q. Are you familiar with the term non-vessel operating common carrier? A. I am, yes.

Q. Could you explain what that means? A. A non-vessel common carrier is defined by the Federal Maritime Commission in a document a few years ago—I believe it is Docket 851 that gave status to a company such as ours, classifying us as common carriers although we do not own the vessel on which we ship.

(70) Q. So is it your testimony then that Consolidated is a non-vessel operating common carrier? A. That is correct.

Q. Where are your facilities located? A. In the United States in Maspeth, Queens, New York. In Puerto Rico, in a suburb of San Juan known as Carolina.

Q. Are many of these facilities located on the waterfront? A. No, neither one of them.

(70) Q. Now, with respect to your Maspeth facility, Mr. Jacobs, what work was done on the outbound cargo prior to February, 1973? A. We would accept the cargo at our Maspeth terminal as it was delivered to us on trucks. We would mark it and measure it, load it into containers or trailers, deliver the trailers or containers to the export pier, whether it was in New Jersey or Staten Island, then ultimately that cargo would be placed on board the vessel.

Q. At Maspeth—

The Court: You would deliver to the dock, in other words?

The Witness: Yes, that is right.

Q. In Maspeth prior to February 1973, what work was performed with respect to incoming cargo? (71) A. We would send our tractors to the piers, the import pier, that is, pick up the fully-loaded trailer or container, bring it to our terminal, load it and ultimately deliver it to the final consignee.

(72) The Court: There might be in a particular container matters going to six, eight, ten consignees?

The Witness: As many as thirty.

The Court: And then your trucks would run them —deliver right to the door of each one?

The Witness: If it was within the New York City area, that is correct, sir. If not then it was shipped

via an over-the-road carrier to the final destination point.

The Court: Again for this you would make arrangements?

The Witness: Oh, absolutely.

The Court: All right.

(72) Q. At Maspeth, until about two weeks ago, who performed this work for your company? A. United States Trucking.

Q. And is it your testimony persons directly employed by United States Trucking did this work? A. Yes, that's exactly right. United States Trucking had been our contractor not only in Maspeth but prior to our opening of the Maspeth terminal since—well, 1965 with Consolidated Express and about 1958, as I remember, with Valencia Baxt Express.

Q. As of—or prior to February 1973, about how many employees were so engaged? (73) A. We employed an average of twenty odd men on the platform as helpers or drivers; the number varied as the volume of business went up or down in a given week. We had weeks as high as twenty-four men in a given day and a low of maybe seventeen or thereabouts.

Q. I see. Under U. S. Trucking were these employees represented by a labor organization? A. Yes, they were. They were represented by Teamsters Local 807.

Q. Do you know how long that had been the case? A. As long as I've known United States Trucking.

Q. And how long has that been? A. Well, let's say since 1958. But I'm sure the contract preceded that.

Q. Now, do employees direct—working for U. S. Trucking still work for you? A. No. We cancelled our contract with United States Trucking—my recollection is two or three weeks ago; certainly no more than that.

Q. I see. So then is certain of this work still being done for you? A. Yes, it is.

Q. And who is doing it now? A. We went into our own agreement with Teamsters (74) Local 807 and they are supplying the labor on the platform.

Q. And who is the direct employer of these employees? A. Consolidated Express.

Q. Can you tell the Court, please, if there's been any change in the nature of the services that have been performed for Consolidated since U. S. Trucking left the scene? A. No, there has been no change whatsoever. The labor is performing exactly as it had previously.

Q. Did there come a time when Consolidated executed an agreement of any kind with Local 807? A. We executed a memorandum of recognition, I would guess you might call it, either on—I think it was the same week that we cancelled our agreement with United States Trucking.

Q. I should like to show you a document, Mr. Jacobs, previously examined by counsel for the other parties dated August 1st, 1973. Have you seen this document before? A. Yes, sir, I have.

Q. Could you state, please, what it is? A. It is a letter of recognition of Local 807 as the exclusive collective bargaining representative for our people.

(74) Q. I see. This is a photocopy, is it not? A. Yes, that is right.

Q. Is there a signed copy anywhere? (75) A. Oh, I imagine there must be one in the office.

* * * * * *

(76) Q. Has a collective bargaining agreement with Local 807 been executed by Consolidated? A. No, not yet, sir.

Q. However, what conditions are present—what (77) conditions with respect to wages, hours, conditions of employment are being observed at Consolidated at this time?

A. Well, to answer your question possibly more fully, the national contract became effective on July 1st of this year and as far as I understand it as yet it has not been presented up and offered to the employers for signature. Whatever the terms of that contract are those are the terms which we are complying with in the way of hourly wages, et cetera.

(78) Q. Now, prior to February of 1973, after the containers were stuffed on your premises, where were they taken A. I'm sorry, Mr. Schwartzbart. Would you repeat the question, please?

(78) Q. After—In the period prior to February of 1973, you testified that containers within the normal course of business be stuffed at Maspeth; is that correct?

Please speak up. A. Yes, that is correct.

Q. What then would happen to the containers? A. The containers would be taken to any one of three export piers around the Port of New York. One is Sea-Land in Elizabethport, New Jersey. The second one is Seatrain in Weehawken, New Jersey, and the third one would be TTT in Staten Island, New York.

Q. Why were you dealing specifically with these three companies? A. Those are the only three carriers, two are from Puerto Rico from the Port of New York, sir.

Q. And where did you—Did you own the containers that you discussed? A. No. In no instance do we own the containers. We have been over the years supplied containers by each of the three carriers in the normal course of our business (79) and in the normal course of their business. That is the standard procedure.

Mr. Schwartzbart: If I may ask the Court whether it would be possible to stipulate that Sea-Land, Seatrain and TTT are members of the New York Shipping Association?

The Court: Any objection to that, gentlemen?

Mr. Lambos: No, your Honor.

The Court: All right. So stipulated, Mr. Gleason, as well?

Mr. Gleason: Yes, sir.

The Court: All right.

Mr. Schwartzbart: And that the labor organization that represents their employees in the Port of New York are represented by the ILA?

The Court: Any objection to that, gentlemen?

Mr. Lambos: No objection.

Mr. Gleason: No objection, your Honor.

The Court: All right. So stipulated.

By Mr. Schwartzbart:

Q. Has Consolidated ever been a member of the New York Shipping Association? A. No, sir.

Q. Has Consolidated ever been a member of the Council of North Atlantic Shipping Association? (80) A. No, sir.

Q. Has Consolidated ever been a party to or a subscriber to a collective bargaining agreement with the ILA or any of its affiliates? A. No, sir.

Q. In the course of your business operations, has Consolidated ever served as a subcontractor to any of the New York Shipping Association members in the stuffing of its cargo of containers? A. No, sir.

Q. So it is your testimony that all cargoes that you have discussed have come from other sources? A. That is correct. Cargo that we have solicited directly from customers.

Q. Have employees represented by the ILA ever performed work on Consolidated's premises or at the request of Consolidated? A. No, they have not.

(80) The Court: Read that question to me, please.

(The previous question is read back.)

Q. Now, then, prior to February of 1973, when your freight was delivered to the piers of Sea-Land, Seatrain, TTT, in the Port of New York, in the vast majority of cases what, if anything, did the employees of these companies who were to stipulate or represented by the ILA do with these (81) containers?

Mr. Lambos: Objection, your Honor.

The Court: Read the question, please.

(The pending question is read back.)

The Court: All right. What is the basis for the objection?

Mr. Lambos: The reference to the "vast majority of the cases," your Honor, which obviously needs further definition.

I also object to the form of the question, your Honor.

The Court: No, I'll hear it. There's no jury here and I'll have to sift all of this out ultimately, anyway.

Answer the question.

A. Nothing was done to the containers.

Q. Were they to any extent processed? A. Other than the normal handling of the paper work involved with the trailer or container there was nothing else done to the container.

Q. What, if anything, was done with respect to the movement of the containers? A. The container would arrive at the pier at a given hour and within a few hours thereafter as a general rule it would be on board a vessel on its way to Puerto Rico.

Q. In this period, in the vast majority of instances, (82) do you know whether the contents of the containers were interfered with at the piers in any way before they were

loaded on board ship? A. No. It would have been impossible for the contents of the containers to be interfered with in any way.

Mr. Lambos: I move to strike, your Honor, on the ground that the answer is not responsive to the question.

The Court: Yes.

Mr. Lambos: I suggest—

The Court: The answer adds nothing. I will sustain the objection.

(82) Q. In these instances during the period in question do you know whether the contents of the containers were stripped and re-stuffed at the pier before being loaded on board vessel? A. They were not stripped and re-stuffed at the pier.

Q. I see. And you know this? A. Yes, I know this.

Q. Can you tell the Court how you know this? A. It goes to the operations of our own company which I am familiar with and it entails three or four and possibly five different ways of telling whether a container can be or was rehandled or the contents of a container were rehandled.

(83) Q. Can you please tell the Court specifically what these means of acquiring this knowledge are?

Mr. Silberman: May I ask the witness speak a little louder, your Honor?

The Witness: I'm sorry.

The Court: All right.

Go ahead, Mr. Schwartzbart.

A. The first method, Mr. Schwartzbart, would refer directly to the amount of freight which is placed into a container. In our particular instance, let's take a Sea-Land

container, 35-foot long, normally holding approximately eighteen or nineteen hundred cubic feet. When we load a container at our terminal at Maspeth she normally will carry as many as five hundred, seven hundred or a thousand pieces. We do not have large size cargo as a general rule. For that container to be reworked and the contents of that container placed back in the same trailer it is, in my opinion, a physical impossibility; it can't be done.

Q. Could you explain why this is a physical impossibility?

The Court: Well, I wonder whether—you gentlemen know your case better than I do. Are we in an area where stipulations are in order?

Mr. Gleason: I don't think so.

Mr. Lambos: I don't think we can stipulate in (84) this area, your Honor. In fact I would normally object to this type of testimony because what Mr. Jacobs is talking about are things not of his own personal knowledge because he was not on the piers, he did not see what actually occurred. But I thought that we might—

The Court: Well, is it going to be testified to that prior to February of 1973 on the stuffing of—on the containers that were stuffed by Consolidated that after they reached the piers they were restuffed?

Mr. Lambos: Yes, your Honor.

The Court: There is going to be proof to that effect?

Mr. Lambos: Yes, your Honor.

Mr. Gleason: Yes, your Honor.

The Court: All right. I won't ask you then for stipulations in that area, obviously.

Is there a question pending?

(84) By Mr. Schwartzbart:

Q. I had asked Mr. Jacobs how he could know that it is physically impossible to restuff the container once it has been stripped after being stuffed at Maspeth. A. I gave you my first answer—

Q. Well, this is related to that. A. I understand that.

There is a second reason—

(85) Q. No. Excuse me, Mr. Jacobs. To help refresh your recollection, I believe you testified in response to my original question that it would be impossible to strip and restuff a container that had already been stripped at your premises and get all the cargo back into the same size container. A. That is correct.

Q. Is that correct? A. That is correct.

Q. All right. Now, why is this? That's the question presently before you. A. I'm sorry, I misundertood.

The reason for this is when cargo comes out of a container it has only one of two places that it can be placed, it can be placed on the platform and then ultimately reloaded back into another container; or it can be put from one container into the second container.

Taking the first instance, as cargo comes out of a container to be placed, let us say, on the platform and ultimately reloaded into another container to get the cargo back into that container in exactly the same order that it came out of that container when you are talking about multitudinous amounts of pieces, is a physical impossibility. And since each and every nook and cranny of a container is physically stuffed by our people and cargo dimensions (86) changed as cargo lays on top of other cargo, it would be impossible to get it back into the same size container.

Q. Does that mean that there would necessarily be overage? A. Undoubtedly so.

Q. And in such instances if there were stripping and stuffing and restuffing at the pier, is it your testimony then that the same container could not be used? A. It is my testimony, although it could be used if the overflow went into yet another container. The same container could be used but the overflow would have to be in another container. That is my testimony.

Q. Then if it were to be delivered in the single container it would be a larger container? A. It would have to be a larger container, that is also true.

(87) Q. I see. And how would you be aware of a larger container being used? A. Well, the most logical way would be on the dock receipt itself. When we deliver a trailer to the steamship company, a number is shown on the dock receipt and the bill of lading and signed for by the steamship company at the time we deliver.

So, in effect, if I deliver Trailer No. 1 or 100 or 1,000 to the pier and Trailer No. 1 or 100 or 1,000 does not show up in Puerto Rico then, in effect, I know that the trailer has been stripped. But this did not happen.

What we received was the same trailer that we delivered the cargo in initially in the Port of New York.

Q. I see. Can you recall any other ways of determining whether there had been any intermediary stripping and stuffing of the containers? A. I can recall ways that—where it did not occur. Very simply, in the case of—

Q. Mr. Jacobs, with regard to the question, please, can you recall—the question before you is: Are there any other ways in which you can— A. Yes, there are.

Q. Will you please state what they are? A. We have as a specific account a discount operation in Puerto Rico by the name of Barker's. Barker's has some (88) seven outlets on the Island of Puerto Rico. We generally load Barker's cargo—and when I say "generally" I'm talking about ninety to ninety-five percent of the cases—it is generally loaded for sequential delivery on the island of

Puerto Rico so that by sequentially delivering we save ourselves the handling costs in our terminal in San Juan.

In effect, what I am saying is that if Barker's has Store No. 1, Store No. 2 and Store No. 3 we will load the trailer in such a way that Store No. 3 is at the tail of the trailer and obviously, therefore, becomes the first delivery in Puerto Rico.

Store No. 2 is in the middle of the trailer. That is the second delivery, and Store No. 1 in the nose of the trailer is the final delivery.

That trailer arriving in Puerto Rico has already on the manifest covering that trailer, has already been received in Puerto Rico from our office in New York. In effect, that trailer has to be delivered in the same order in which we loaded it in New York. That, again, would be Store No. 3, Store No. 2, Store No. 1. And if when the tractor driver gets under that trailer and goes to Store No. 3, Store No. 3 is, in effect, the same—in the same position and the cargo has not been intermixed with Store No. 2 or Store No. 1.

Then, in effect, I know that that trailer has not been touched.

(89) The third method is easily as important. Made up of what we commonly call in the trucking business header loads. Where a shipment comes in to us of, let us say, 10,000 pounds which makes a pretty sizeable delivery, we will put that 10,000 pounds into the nose of the trailer, the front part of the trailer. And then we will fill out the trailer, obviously, with the balance of the cargo going to San Juan.

Again, if the trailer had been stripped, in effect that header load would be the last thing out of the trailer. The last shipment to come out would be whatever was in the front.

Now, if the cargo were placed in another trailer then that header load would have to become a split shipment,

to be split, that is, between the trailer that was being loaded plus whatever the overflow from that header load was.

If, again, on the other hand, the cargo were placed on the platform then when the cargo was put back into the trailer even if the header load were placed back onto the trailer as it had been previously, you would then go back to my first analysis, you would have an overflow.

* * * * * *

(91) Q. Mr. Jacobs, at the time of our recess you were testifying with regard to the ways in which you could know whether containers you had delivered at the pier were stripped and restuffed before delivery. Before we pick that up, I would just like to ask you one question relating to an earlier part of your testimony.

You testified as to your relationship with U. S. Trucking, former relationship. Will you speak up? A. Yes, I did.

Q. During that time did your company have any direct employees of its own? A. Yes, we did. We had our office staff numbering between ten and twelve people including sales personnel.

Q. Good.

Now, going back to the testimony that we were covering at the time of our recess, can you think of any (92) other ways in which you could tell whether there was any interference with your containers?

(92) A. Well, there would be two or three more ways that it would be quite simple to tell if the trailers were stripped, restuffed, et cetera.

Q. Would you continue to explain, please. A. Certainly.

The first one would be the time that the trailers were actually delivered to the pier for movement to Puerto Rico. Now, our operation works at least to eight or nine o'clock as a general rule. Very often ships do sail during the early morning hours.

In the case of Sea-Land, for example, the pier is opened, oh, I think, until twelve midnight and if requests for special arrangements are made to deliver a trailer at seven o'clock at night or eight o'clock at night the trailer would be accepted.

If, in fact, the trailer is accepted at, let's say, seven-thirty in the evening and the ship does sail at nine o'clock at night or nine-thirty in the evening and the trailer is on board the vessel, it would stand to reason that there was nothing done to that trailer.

The physical hours of unloading and reloading a trailer would make it a physical impossibility to have anything done to that piece of equipment.

(93) Q. Well, Mr. Jacobs, how long does it take to strip a container that you would send to Sea-Land? A. It would take between ten and twelve man-hours to strip a trailer and approximately the same man-hours to reload the trailer. Or, for that matter, to load any trailer. So you'd be talking about a matter of roughly, let's say, at a minimum of twenty man-hours, at a maximum possibly twenty-five, twenty-six man-hours to literally rehandle the cargo within a Sea-Land container.

Q. In the normal course of your business was there a set time ratio between the time of sailing and the time you would deliver the containers to the pier? A. Yes. As a general rule, especially on sailing days, we would deliver right up until sailing time. TTT is a prime example. They only sail twice a week from the Port of New York and they do have the fastest ship in the Puerto Rican trade. They sail on Tuesday and Friday evening. We would deliver trailers for the TTT sailing from Staten Island as late as four o'clock in the afternoon for a ship that was sailing at six o'clock, six-fifteen or six-thirty in the evening. That was in, at least, I would say, 85% of the amount of trailers which were delivered to TTT.

The same thing would hold true for Seatrain. While their sailing schedules were a little more erratic we normally did not deliver to a pier two or three days before (94) sailing or, frankly, even one day before sailing. There was no great reason to, frankly, Mr. Schwartzbart. That's just one more way of knowing that the trailer was not stuffed.

Q. With regard to Sea-Land, is it your testimony—would your testimony be the same? A. Yes. But even more so in the case of Sea-Land because of the fact that most piers do knock off their LTL sheds, if they happen to have one. In the case of Sea-Land, of course, they do. They do knock off their labor at roughly four-thirty in the afternoon.

If we were delivering to the pier, as we certainly were, five-thirty, six-thirty, seven-thirty in the evening, there simply was no labor there to work the trailer and, in effect, those trailers were riding it right on board that particular sailing.

(95) Q. Can you recall to the Court any other way? A. Well, we used each of the three carriers. They were not used exactly a third, a third and a third; close enough to that. I think Seatrain carried the least percentage of our cargo.

Now, Seatrain up until 1970 and 1971 never had any LTL facility, they were not in the LTL market. They simply handled trailer loads of cargo. They did not solicit LTL freight.

Conversely, they had absolutely no place to strip an LTL trailer. It didn't exist, actually.

So, any trailer delivered directly to Seatrain could not possibly have been rehandled. They had no place to do it. They had no labor to do it.

In the case of TTT, their facilities, while they do have LTL facilities, are rather minimal. They handle a certain amount of LTL freight on their own. They solicit a cer-

tain amount of LTL freight on their own, but those facilities were not in existence for the stripping or stuffing or re-stuffing of my cargo or any other consolidator's cargo.

Sea-Land, of course, has the facilities; there's no question about it.

Q. Mr. Jacobs, is there—Can you tell the Court, please, if there is anything that is physically attached to (96) the containers at Maspeth which would be helpful in this regard? A. Well, this is the final point. You are somewhat ahead of me, Mr. Schwartzbart.

We do attach a metal seal to every trailer which leaves our terminal. I'm now talking either northbound cargo from Puerto Rico or southbound cargo to Puerto Rico. It's a seal which we purchase, we own it and it has our name on the seal. That seal is shown on the dock receipt. It's shown on the bill of lading. It's shown on the most of the documents.

Obviously, if the seal is intact when the trailer is received in Puerto Rico then nothing has been done to the trailer or the container.

Q. In the normal course of business, Mr. Jacobs, are the seals of each container checked? A. Yes, in fact, they are. They are checked. Well, at least by our company they are checked in three different areas, and I have been told, for what it's worth, that they are checked in at least two or three other places where we're not even present.

But in the three where we are present, they are checked, (a) when we put them on; they are checked (b) when our tractor driver in San Juan picks up the trailer from the pier in San Juan; and they are checked, of course, a third time at the (97) time the trailer comes to our terminal in San Juan.

So, in effect, there are three checks which we do on the container.

(97) Q. Then, to summarize, is it your testimony that if the contents of a container stuffed at Maspeth were stripped and re-stuffed before reaching its final destination you would be aware of it? A. Yes, that is correct. That is my testimony.

Q. And would this be true as to you personally would be aware of it? A. Well, I would certainly have to find out about it very quickly, sir.

Q. Is there a reason for this? A. Yes, there certainly is a reason for it. Each trailer shipped under the freight all kinds provision of the tariffs which are on file with the Federal Maritime Commission carry a clause under which we, or let's say we accept that clause when we turn the trailer over to the carrier. That clause is the liability under which the underlying carrier accepts our trailer.

Now, the liability is $500 per trailer or per container. If the container is received at destination intact; if, in fact, the seal is broken, then the carrier has opened his liability or its liability to $500 per carton within that trailer.

(98) So it is of very great importance to me and to any other person of direct responsibility in our company to know if that seal has been broken. The main reason, obviously, is because the carrier is increasing his liability from $500 to possibly as much as $50,000 for each container.

(99) Q. Has there been any occasion when you received such notification? A. From my San Juan office?

Q. Yes, sir. A. Yes, there certainly has been.

Q. Who notified you? A. Oh, normally it would be my associate, Mr. Catinchi.

* * * * * *

(99) Q. Now, in the period prior to February 1973, could you state, please, when those occasions when, in fact, you learned that your containers had been stripped and restuffed before delivery? When did this take place? A.

Well, I know at least in 1971 we certainly did hit some stripping and stuffing. I would venture a guess there might have been twenty to twenty-five containers or trailers that were stripped and restuffed at the Sea-Land facilities.

There were none, to the best of my knowledge, at TTT or Seatrain, but definitely at Sea-Land, yes.

Q. I see.

Do you know whether any event coincided with these incidents? A. Well, I can't really say coincided. It might be coincidental the ILA contract was up for renewal in that year. I'm not implying that was the reason but you've asked (100) the question. Coincidentally I would say, yes.

Q. Now, you testified that these containers were stripped and restuffed at Sea-Land. A. Yes, sir.

Q. In that period did you speak to anyone at Sea-Land? A. Oh, yes, I had occasion to talk to possibly two people at Sea-Land or with the Sea-Land organization about the stripping and stuffing of those containers.

Q. Who did you speak to specifically? A. Well, I know for a fact that Mr. Robert Lyons was contacted by me—

Q. Who's Mr. Lyons? A. Mr. Lyons at that time, I believe—I'm talking now in 1971—was the general sales manager of the Puerto Rican division; he now carries the title of general manager of the Puerto Rican division.

I spoke to him about it. I may have had occasion to talk to Mr. Toomey who was then vice-president of the Puerto Rican division also at Sea-Land.

Q. Is it your testimony you did speak to Mr. Toomey or— A. I believe I did, sir. I would say that, yes.

Q. When you had your conversation with Mr. Lyons how was this conversation conducted? A. Telephone, sir.

(101) Q. Who called? A. Oh, I called him.

Q. And had you spoken to Mr. Lyons before? A. Yes, I've known Mr. Lyons for many years.

Q. Can you tell—could you state what the conversation was? A. Well, the conversation related to "You're stripping.

"Yes, that's correct, we're stripping."

And "Well, Bob, how long do you think that this is going to go on?"

And the answer was "Roy, don't worry about it, I'm sure it will blow over shortly."

In fact, as I recall it, in 1971 it did. It then reopened again, maybe a month or so later. The twenty or twenty-five containers which were stripped or stuffed during the period of 1971 were not done in a week or two weeks, it was over a period of some months. It was an on-again-off-again situation for that period of time.

(101) Q. What percentage of the total number of containers that you shipped in 1971 did this represent? Those containers that were interfered with? A. Oh, in 1971 we most likely moved in and out of the Port of New York maybe 1200 containers. So if twenty were stripped you're talking about maybe 2%, 3%; whatever it may be.

(102) Q. Going back to this period you testified that you had a conversation with Mr. Toomey. A. Yes, that's right.

Q. And did you give the Court his title? A. Yes. Mr. Toomey at that time was vice-president of the Puerto Rican division.

Q. And how was this conversation conducted? A. It amounted to the same thing. As I recall—

Q. Please, the question was how was the conversation conducted? A. Oh, I'm sorry. By telephone.

Q. Who called? A. I, again, called Mr. Toomey.

Q. And did you—had you spoken to Mr. Toomey before? A. Yes.

Q. And you knew that you were speaking to Mr. Toomey? A. Yes, I did.

Q. What was the conversation? A. I think—it must have

been either in the second period of 1971 or possibly even the third period of 1971 that the stripping had re-started.

Rather than going to Mr. Lyons I decided I would go above Mr. Lyons and, therefore, placed the call to Mr. Toomey. And the conversation was approximately the same, how long did Mr. Toomey think that this would continue. And (103) Mr. Toomey said that he felt that it might continue for roughly another week. The contract had almost reached fruition or they had almost come to some kind of an agreement or words to that effect.

Again, it did stop within approximately one week.

(104) Q. Now, I'd like to invite your attention to the year 1968. Can you recall having a conversation with Mr. Ken Younger? A. Yes, I do.

Q. Do you know—could you identify Mr. Younger? A. Mr. Younger at that time, I think, was the executive vice-president of Sealand, sir.

Q. Stating the background could you please—strike that for a moment.

How was this call—conversation conducted? A. It referred to one particular—

Q. I'm sorry, how was the conversation— A. By telephone at all times.

Q. And you knew it was Mr. Younger? A. Yes, that's correct.

Q. Who initiated the call? A. Mr. Younger called me in response to the movement of one particular trailer which was just about ready to reach the Sea-Land facility in Elizabethport. It was a trailer that I had received a call on previously from, I believe, Mr. Lyons asking me not to send any freight down to the pier on that particular day. My problem was that one—that particular trailer had already been dispatched, there was no way to catch up with it.

And Mr. Younger, in fact, did call me and I (105) would almost go so far as to say begged me not to deliver that

trailer. I told Ken that there wasn't a thing in the world I could do about that trailer, there was no way to catch up with it. In fact, it was due at the pier within a matter of ten or fifteen minutes and it did, in fact, arrive at the pier within a matter of ten or fifteen minutes.

I asked him why the problem relating to a particular trailer or, for that matter, any trailer of ours and he told me that there had been, still was some trouble at the pier and that he didn't want to wave any red flags in front of anybody, and obviously was asking me to hold off for that particular day until the problem was solved.

Unfortunately the trailer reached the pier; there wasn't anything I could do about it.

Q. And did you thereafter have a conversation with a Mr. Percy Marcus? A. Well, that relates to what happened to the trailer itself at the time it hit the pier.

Q. Yes. A. The trailer was refused at the pier. The driver of the trailer or of the tractor rather than calling me called United States Trucking and got Mr. Percy Marcus on the phone who is the executive vice-president of United States Trucking. He told him he had been refused at the pier with the Consolidated Express trailer. And Mr. Marcus (106) ordered the driver to drop the trailer in the entrance to the pier at Elizabethport.

And the driver, as I understand it, said something about "We'll block the gate."

And Mr. Marcus said, "Drop the trailer." And the trailer was dropped.

During subsequent conversations with Sea-Land I understand that Sea-Land did move the trailer into the compound but the trailer did not go anywhere, it stayed just within the compound.

Mr. Marcus called me. He told me of the conversation with the driver and he told me what he was—or had ordered the driver to do. I asked Mr. Marcus what he was then

planning to do and he said, well, he was going to call the Teamsters. And from subsequent events he obviously must have because the Teamsters, recognizing or somehow finding out that the trailer was not going to go on board that particular sailing that night promptly put up a picket line in front of Elizabethport, New Jersey, and tied Sea-Land up for that particular day, or the day following, I should say.

The subsequent outcome of it was that some agreement was reached and the trailer did go on board the next sailing.

Q. Now, do you have any knowledge as to the purpose (107) of the picket line A. Well, I did not personally speak to the Teamsters, but my observation is that the Teamsters were trying to—

Mr. Lambos: Objection, your Honor.
The Court: Sustained.

Q. What happened then, to summarize, with the trailer? A. The trailer did sail on the next sailing.

Q. After the picket line? A. Correct.

Q. Except for the incidents that we have discussed concerning the stripping and restuffing in 1971, and the incident you have just described in 1968, were there any other instances that you can recall where your containers were in any way rehandled? Prior to February— A. You mean prior to February?

Q. Prior to February, 1973. A. No, I know of no instance.

Q. Do you recall what happened on or about February 5th, 1973, if anything? A. Sea-Land started stripping.

Q. Would you explain, please? A. I delivered a trailer —well, I'm really ahead of myself.

I had received phone calls. I was living in (108) Miami and I am living in Miami at this time. I had received phone calls during the latter part of January, very early part of

February from Mr. Lyons at Sea-Land, from Mr. Semac at TTT, from Mr. Cermac at Seatrain, all relating to a meeting that I had never heard of, namely, this Dublin CONASTA *(sic)* meeting.

(109) The Court: Just a moment. This was Mr. Lyons at Sea-Land. Mr. Semac at—

The Witness: At TTT.

The Court: How does he spell that?

The Witness: S-e-m-a-c.

The Court: And he's at Seatrain?

The Witness: No, Mr. Cermac is at Seatrain. That is C-e-r-m-a-c.

The Court: So Semac is at TTT?

The Witness: Yes. And Cermac is at Seatrain.

The Court: All right. This was all relating to the Dublin conference?

The Witness: Yes, sir.

By Mr. Schwartzbart:

Q. Okay. I'd like to explore with you in a moment the telephone— A. Yes.

Q. —or personal conversation, whichever conversations you had, that you were going to touch on but it is your testimony, then, that on or about February 5, 1973, you delivered a trailer to Sea-Land and this trail was stripped and re-stuffed A. That is correct, sir.

Q. At that time was this also true of Seatrain and TTT? (110) A. It was not true of TTT. And I do not believe that the Seatrain stripping started until possibly a week or so later.

(110) Q. Now, then, in February of 1973 did you happen to have a conversation with Robert Lyons? A. Yes, I did.

Q. Was this the same gentleman you had described

earlier in your testimony? A. Yes, except that he now is the General Manager of the Puerto Rican Division.

The Court: This was Robert—who?
The Witness: Lyons, L-y-o-n-s.

Q. And how was this conversation conducted? A. Telephone.

Q. Who initiated the call? A. I did.

Q. Can you recall the conversation? A. Well, as I recall it, I had been advised that the stripping had started at Sea-Land and I called Bob and asked him if this related to this conversation that I had held with him earlier, a week or so ago, and he said, yes.

I said something to the effect "What is your prognosis of the situation?"

And Bob said, "Roy, it will most likely blow over the same way it did just a few years ago."

(111) And I said, "Well, Bob, is there any way of getting around it?"

He said, "No, Roy, we're going to strip them and I'll keep you advised."

That was approximately the gist of the February 5th conversation.

(111) Q. Now, you mentioned a few moments ago when you first mentioned a conversation with Mr. Lyons and other conversations in February something about the Dublin rules. A. Well, I can't speak for the Dublin rules. I can only speak for the conversations I had regarding the Dublin meeting. Mr. Lyons called me in Florida to tell me—

Q. When was this? A. On or about February 1st, sir.

Q. Yes. A. To tell me that he had been advised in one of their weekly meetings at Sea-Land that there were some new rules which had been promulgated in Dublin. He used the term "CONASTA." *(sic)* I had never heard of it. I

asked him what it stood for and he said that he never knew what it stood for, that he heard the term but he did not know what the letters actually stood for but that, in effect, it puts some teeth into this stuffing and stripping, et cetera.

I asked him how soon he felt that it might go into (112) effect and he said that as far as he knew it might go into effect within about ten days or so.

And that was, again, the gist of that conversation. It was more an information call than anything else.

Q. In late February of this year did you have another conversation with Mr. Lyons? A. Yes, I had a conversation with Mr. Lyons, as I remember it, sometime around February 22nd, or 23rd, in that area. This call was a little bit more panickey *(sic)* on my part.

Q. How was this conversation conducted? Was this a phone call— A. Phone call.

Q. Who initiated the call? A. I called him.

Q. What was the conversation? A. Again, relating to stuffing and stripping, the fact that it had not stopped, and that, in fact, it had been going on for some two and a half weeks—two weeks; that my trailers had been backlogged now as much as two weeks, that is to say, whatever trailers I had given to him.

I asked him what Sea-Land's position was going to be from then on, at least as it related to Consolidated Express. He said there was some talk at the Sea-Land organization regarding the filing of some tariff pages so (113) that they could recover some of this cost which they were laying out because they could not charge it back to us, that is, whatever labor costs there were for stuffing and stripping—

Q. Were those costs— A. Pardon me?

Q. You mentioned costs. A. Yes, sir.

Q. Which costs, specifically? A. Well, when a firm stuffs and strips a trailer they have a rather substantial labor

cost against it. They were absorbing it and not charging it to anyone. It was his opinion that they might very well file whatever their cost was in their tariff so that they could recover it from the shipper, such as myself.

I told him that I thought that would be an illegal filing, mainly because it would be discriminatory.

And he said "That hasn't been set down one way or the other, Roy. We'll simply have to keep you advised of that."

And I then said to him did he feel that now the positions were getting stronger or were getting harder, et cetera.

And he said, yes, that he was now not so confident that it would blow over, that apparently it was going to continue.

(114) Q. So then at the time when you had this conversation in the last days of February of 1973, what then has been happening with the containers you had sent to Sea-Land at that period? A. Well, at that precise period of time they were being stripped.

Q. And stuffed? A. And stuffed, exactly. And being delayed.

Q. During February of 1973 did you have a conversation with Mr. Jerry Toumey? A. Yes. The conversation with Mr. Toumey—

Q. Mr. Toumey you previously identified in your testimony? A. Well, Mr. Toumey had also now been promoted. Mr. Toumey, as I understand it, is now one of the executive vice-presidents. I think there are three within the Sea-Land organization.

Again, not being or not able to get very far with Mr. Lyons I spoke to Mr. Toumey about the exact same situation and I must admit I did not get much farther with Mr. Toumey than I got with Mr. Lyons.

Q. How was this conversation to which you refer conducted? A. Also by telephone, sir.

Q. Can you recall specifically, rather than con- (115) clusory form what Mr. Toumey stated to you? A. He told me that it was going to continue.

Q. What was he going to continue? A. The stuffing and stripping.

* * * * * *

(115) Q. Now, then, during that month did you also have a conversation with Mr. Tom Cermac? A. Yes, I did.

Q. Who is Mr. Cermac? A. Vice-President in Charge of Marketing of Seatrain Lines.

Q. In what manner was this conversation conducted? A. Telephone, sir.

Q. Who initiated the call? If you recall. A. Some time early in February I know that he called me; I think subsequent phone calls I called him.

Q. Now, with regard to the first conversation where he called you, can you recall what was said? A. Essentially what Mr. Lyons had said, he was trying to bring me up to date on the Dublin meetings or at least what the new rule situation was. I asked him what his feeling was and he said "Roy, let's just sit and see what happens."

He said, "I'm really not too concerned at this time."

Q. Did you have subsequent conversations with Mr. Cermac during that period? (116) A. I didn't have any subsequent conversations with Mr. Cermac until later in February. Mainly because the Seatrain stripping was a very sporadic on-again off-again situation from, let's say, February 12th on. It was not what I would call a hundred percent. As a matter of fact considerably less.

Q. In late February, then, you had another conversation with Mr. Cermac? A. Yes, I did. Yes, I did.

Q. And you stated that in your later calls you called him; is that correct? A. That is correct.

Q. Can you recall the conversation? A. Here again, on

the exact same thing. "Tom, do you feel that this thing is going to blow over shortly? Do you feel it's going to blow over, period?"

Tom's answer to me was much the same as Bob Lyons's, that he was now not so confident that it was going to blow over. In fact, he thought it might continue.

> (116) The Court: Mr. Jacobs, what was your arrangement with Seatrain at this point, let's say in December of 1972 and January of 1973? Were you on some kind of a contractual arrangement?
>
> The Witness: No, sir. No contractual arrangement.
>
> (117) The Court: How would you characterize the relationship?
>
> The Witness: I'm a shipper; they're a common carrier. They accepted what freight I offered to them, sir, and moved it.
>
> The Court: In their containers?
>
> The Witness: Yes, sir. They made their containers available to me. I loaded them and I returned them back to them and they shipped them.
>
> The Court: All right.
>
> All right, sir.

* * * * * *

(117) Q. In January of 1973 can you recall the conversation with Mr. Paul Semac? A. Yes, I can.

Mr. Semac called me—

Q. Before we— A. I'm sorry.

Q. Who is Mr. Semac? A. Mr. Semac is Executive Vice-President of TTT.

Q. And you stated someone initiated the call. A. Yes, he called me in Florida.

Q. What was the conversation? A. Also was I aware of the Dublin meeting. At that time I think I was, frankly. I think Paul's call came (118) in after Mr. Lyons's call, if I'm not mistaken, and I said that, yes, I was. And I specifically said "What do you think you are going to do at TTT?"

And he said, "Roy, we're not going to do anything; you just keep delivering the trailers and we'll keep taking them."

Q. Now, in February of 1973 did you happen to have another conversation with Mr. Cemac? A. I did. Very late in February, possibly even early in March. At that point I—

Q. How was the conversation conducted? A. Telephone.

Q. Who called? A. I called him.

Q. All right. What was the conversation? A. TTT had now started stripping. I don't recall the exact date but it was late in February, possibly early in March. They by no means were stripping a hundred percent of the trailers that we were offering to them but what had happened is since Sea-Land was now stripping just about one hundred percent I issued instructions to my New York office to swing away from Sea-Land and start moving the cargo via TTT and Seatrain since I saw no purpose in giving it to Sea-Land when the trailers were being opened, et cetera.

Therefore, TTT not only from me but from other people (119) in my type of business was now being rather flooded with freight, mainly because Sea-Land wasn't getting any of it, TTT did strip, starting about that time, some small percentage of our equipment. By no means even as high as fifty percent but some equipment was stripped early in March.

(119) Q. Now, can you summarize your operations during the first two weeks in March of 1973, with respect to

what was happening to your containers at Sea-Land, Seatrain and TTT, respectively? A. Starting with Sea-Land, I had stopped shipping through them with rare, sporadic exceptions simply because I had some of their trailers in my pool, that is to say, my pool of equipment. I was delayed at Sea-Land, maybe I was backlogged ten days. Cargo had absolutely not been stripped as yet.

At Seatrain I doubt seriously that I was backlogged more than three days, possibly four days, and then, of course, not on all the equipment by any means since a good majority of the equipment at Seatrain was riding straight through.

At TTT if--to pick a number if I delivered then containers to TTT eight of them would go forward, two of them would be held back and make the next sailing because of the stuffing. That would cover the first two weeks of March, as a general rule.

(120) Q. Now, we're still in the period up through the first two weeks of March. What, if anything, was happening with regard to the furnishing of containers? A. I was getting as many containers as I needed but obviously I was not asking for any Sea-Land containers worth talking about.

I did have containers, as I said, in my pool because of my northbound shipments coming in from Puerto Rico. It seemed rather silly to deliver them to the pier empty so we would fill them up. But we were getting fewer and fewer, let me add, and certainly by March 10th, March 12th there weren't too many around.

Q. I see. But Seatrain and TTT continued to provide trailers? A. Oh, yes. I had no difficulty getting containers from Seatrain or TTT.

Q. During the first two weeks of March did Sea-Land in any formal way advise you they weren't going to give you any containers? A. During the first two weeks of March?

Q. Yes. A. I was not advised as to the unavailability of equipment until, as I recall it, March 14th.

Q. Do all three of these steamship companies continue to supply containers to Consolidated at this time? (121) A. You mean on March 14th?

Q. No, now. A. Oh, no, by no means. The only company that is supplying me any equipment at all now is TTT.

Q. All right.

So that who stopped supplying the containers first? A. Well, Sea-Land on March 15th stopped all empty containers from being supplied to me

Q. How did you receive notification of this? A. A phone call. I did not get the phone call but our office did get the phone call "No more containers for Consolidated Express."

At first when I got the phone call I assumed, Mr. Schwartzbart, that it was simply a matter that Sea-Land was out of containers for a day or two. It sounded so incredible to me that—

Mr. Lambos: I move to strike, your Honor.

Q. Please—

The Court: I'll sustain the objection.
The Witness: Sorry.

Q. So then you testified on or about March 15th you received notification that Sea-Land wasn't going to supply you any more containers. A. Exactly.

(122) Q. We'll leave it at that.

Do on or about that date what, if anything, else did Sea-Land do? A. On March 15th Sea-Land filed with the Federal Maritime Commission amended pages to its tariff No. 158 which took the entire CONASTA *(sic)* agreement and filed it in the freight all kinds section of its tariff.

Q. Were you personally acquainted with this proceeding before the Federal Maritime Commission? A. Yes, I am.

Q. What is the significance of what they did? What does it mean? A. Well, they tried to legalize something—

Mr. Lambos: I object, your Honor, to the signifcance of Sea-Land making a filing with a government agency.

The Court: What's your offer here, Mr. Schwartzbart?

Mr. Schwartzbart: Well, in actuality, your Honor, we're merely trying to present—I would agree with counsel that the proceeding—

The Court: All right. The question is withdrawn? Is the question withdrawn?

Mr. Schwartzbart: Not entirely, your Honor. Let me explain, please, why I've gone into this—

(123) The Court: I simply want to hear from you what is your offer with respect to the particular question put about the March 15 filing with the Federal Maritime Commission?

Mr. Schwartzbart: The offer, your Honor, is that on or about March 15th, as testified, Sea-Land filed pages with the Federal Maritime Commission to change its tariff, that this proceeding is still pending and this essentially is it.

Mr. Lambos: We'll stipulate to that fact, your Honor, but I don't see that it has any relevancy.

The Court: I guess that fulfills your commitment to that purpose then.

Mr. Schwartzbart: That's correct.

The Court: All right.

Just for the record, Mr. Gleason, so the record is pure and clean, do you stipulate to that as well?

Mr. Gleason: Yes, sir.

The Court: All right.

By Mr. Schwartzbart:

Q. Now, on or about March 15, did you have another conversation with Mr. Lyons of Sea-Land? A. Yes, I did.

Q. Can you recall—how was this conversation conducted? (124) A. By telephone.

Q. Who called? A. I called him.

Q. Do you recall the conversation? A. Well, I had been notified by our tariff watching service that these pages had been filed and I asked Bob whether, in effect, he considered this a proper filing, and since I know he works with the tariff division I thought my question was perfectly in order.

Mr. Lambos: I move to strike, your Honor. We're back on the FMC filing.

The Court: Well, I have a conversation here with a member of NYSA. I'll overrule the objection.

Mr. Schwartzbart: Could you please read the question to the witness.

The Witness: I'm sorry. Please read it.

(The pending question is read back.)

A. The conversation related to the pages themselves that had been filed. I asked Bob since I knew that he worked on tariff pages whether he was involved in the actual preparation of these pages. He said "Yes."

I asked him if that meant that the pages go into effect that Sea-Land would then charge Consolidated Express $1,000 as of April 14th for each container that they gave them, April 14th being the effective date of the pages.

(125) He said "Yes, that would be right."

I said "That's incredible, how am I supposed to get that money back from my shippers?"

And Bob's answer was basically "Roy, we have no choice in the matter" and he let it go at that.

Q. Now, you testified also that Seatrain no longer provides you with containers. A. Yes, that is also right.

Q. Can you recall on or about what date that occurred? A. About March 25th.

Q. And how were you notified of this? A. Also by telephone call but not to me.

Q. Going back to the time on or about April 3rd, 1973, did you have a conversation with Mr. Mike McAvoy? A. Yes, I did.

The Court: What was the date embodied in that question?

Mr. Schwartzbart: Pardon?

The Witness: 3rd.

The Court: What? April 3rd?

Mr. Schwartzbart: Yes.

The Court: All right.

Q. Who's Mr. McAvoy, please? A. Chairman of the Board of Sea-Land or McClaine (126) Industries, one or the other.

Q. I think you mentioned McClaine Industries before and I'm not certain if you stated what McClaine Industries is. Could you identify McClaine Industries? A. McClaine Industries was the—or is the corporate body under which Sea-Land operates or did operate, let's say; it's now a division of R. J. Reynolds.

Q. But on or about April 3rd, 1973, is it your testimony that McClaine was in a position of a parent concern to Sea-Land? A. I would say so, yes.

Q. Where did this conversation take place? A. At the Newarker Restaurant at Newark Airport.

(127) Q. Was that during the meal? A. Yes, it was. I called Mr. McAvoy from Miami two or three days prior to April 3rd and requested a meeting with him. He said that

he would meet me at the Newarker Restaurant on April 3rd. I took the plane up and met him there for lunch.

Q. Who was present? A. Just Mr. McAvoy and myself.

Q. Can you recall what was said during this conversation? A. Well, we started out discussing the obvious container problem as it related to Consolidated Express. I asked Mike, as I had asked Mr. Toomey before Mike, whether this was going to continue in his opinion. He said, "Yes," that in his opinion it was going to continue.

I knew that Mike had been on or at the Dublin meeting, rather, and I was under the belief that he was involved in the making up of the rules. I felt, therefore, that he would be the best person to talk to about the actual container clauses, et cetera.

So when he did say to me that, yes, he felt it was going to continue, it was not a piece of news which came very happily to me.

Q. Would you please restrict your conversation to what was said, though? (128) A. I will. I asked Mr. McAvoy specifically about the tariff filing which was still pending before the Federal Maritime Commission. He told me it had been filed on advice of their Legal Department. I told him that I planned to protest that tariff filing, that if that tariff filing went into effect it would put me out of business. He said he was aware of that; that there was no choice in the matter as far as he was concerned; that this was a business decision which he had to make; that he was prepared to face me in court in two or three years rather than to face an imminent shutdown by the ILA, assuming that he accepted my containers.

* * * * * *

(132) The second alternative was for Sea-Land to make available to me and to me alone twenty bays with a corresponding amount of square footage set aside for my own operation at Shed 122 in Elizabethport. The labor would

be ILA deep sea labor. This area would be strictly ours. No one else would be allowed into it. None of Sea-Land's freight would (133) hit this area. But this was objectionable to me for three or four reasons.

Q. Which were? A. First, it means that I was strictly a slave of Sea-Land's. I could not move Seatrain or TTT equipment into Sea-Land's compound. I would have to ship all of my freight one hundred percent Sea-Land. That is objectionable to me from the start because I have always divided my cargo more or less equally between the three carriers.

The second point: I was not allowed any supervising personnel on the platform whatsoever and that is very important to me, as I testified previously.

We do make header loads and we pre-load these containers. Without my own supervisory personnel on the platform it would be impossible to load freight that way which would add to my cost in Puerto Rico.

I asked for office space. I offered to put a trailer, an office trailer, on to the pier. I was told "No, that is impossible. You cannot have office space on the pier," which effectively meant that I had to have my office away from where the cargo was physically being handled.

For those three reasons and possibly one or two more the idea, as I say, was not acceptable to me.

* * * * * *

(134) Q. Returning to the time on or about March 26, 1973, what, if anything, did you arrange with Seatrain concerning booking? A. Well, at that time Seatrain was handling a goodly percentage of our cargo. It might even have been in excess of fifty percent of our cargo. Mainly because Sea-Land was getting almost nothing. I arranged specifically for movement of eight containers on a Wednesday night sailing from New York. We had the empty equipment in our possession at that time.

Q. Excuse me. Would you know which Wednesday that was? A. I would have to assume that it would be that week of March 26th. If there is a Wednesday around March 20th or 29th, that would be that particular date.

Q. I think I can represent to you that March 28th was a Wednesday.

The Court: Judicially noticed. All right.

A. Then that would be the sailing that we booked eight containers for. We did have the empty containers in our possession and we did start loading them on Monday.

Q. Could you tell the Court, please, what happened? A. Well, on Tuesday morning we received a call from Mr. Cermac.

(135) Q. Did you receive the call? A. I did not receive the call, no. My General Manager in New York received the phone call from Mr. Cermac stating not to deliver whatever containers we had loaded at that time to the piers, to hold off until Wednesday morning.

We asked if the ship was still on schedule for Wednesday and we were told "No, the ship was delayed one day." So that it made no great difference if we delayed on Wednesday or even Thursday morning for the vessel. So we delivered no freight on Tuesday. On Wednesday morning we received yet another call from Mr. Cermac: "Do not deliver the containers to the pier," and we did not deliver the containers to the pier. As a matter of fact, on or about Wednesday we swung a good deal of our cargo over to TTT, increasing our bookings for Friday night which I assume would be March 30th.

Seatrain ultimate *(sic)* advised us that they were not going to be able to accept those containers. I think the advice came to us on Thursday morning, that they had been advised they would be either shut down or they would

have some enormous labor difficulties if they did in fact accept the containers.

Q. Was this advice given to you before or after the trailers were delivered? A. We never delivered the trailers at that time (136) We talked about it for a couple of days. As I remember, we delivered them some time in April and they were refused.

Q. When the trailers were refused, what happened to the trailers? A. We ordered U. S. Trucking to place them in their Secaucus, New Jersey, terminal until disposition could be made of them with Seatrain. There were a number of phone calls between myself and Mr. Cermac relating to those six trailers over a period of roughly ten days. The trailers were sitting still in Secaucus. We could not get them moved.

Q. Are the trailers still there? A. No.

Q. What happened? A. I'm trying to get the date on this. As I recall it, there was a final conversation with Mr. Cermac some time during the latter part of the first week of April. And he instruction *(sic)* us then to deliver the trailers to a recently opened facility of theirs, Shed 154 in Port Newark, and there the trailers would be stripped, re-stuffed and brought up for the next sailing. In effect, the trailers were in New York for about two weeks. They missed about four or maybe five sailings.

* * * * * *

(140) Q. Now, you testified that in early April you had a conversation with Mr. Art Novacek whom you identified as president of Seatrain. Is that correct? A. That's correct.

Q. Was this conversation in person, by phone? A. That conversation was in person and it was directly after my meeting with Mr. McAvoy of Sea-Land at the Newarker Restaurant.

Q. Where did this conversation take place? A. In Mr. Novacek's office at Fort Seatrain.

(141) Q. Who was present? A. Just Mr. Novacek and myself.

Q. Can you recall the conversation? A. It effectively went to the container stripping and stuffing rules, much the same conversation as with Mr. McAvoy with the additional thoughts of—frankly, I asked Mr. Novacek whether he was planning to file the same tariff pages which Mr. McAvoy filed. His answer to me was no, not at that time.

I said, "Does that mean you are going to wait until April 14th to see what the Federal Maritime Commission determines?"

He said, "Yes," that was exactly what they intended to do.

I then said were we definitively out as far as the movement or the availability of Seatrain containers are concerned?

He said, "Yes."

I asked him whether he thought there would be any break in that any time in the near future and he said "No."

Q. During the course of this conversation do you recall what, if anything, may have been said about liquidated damages? A. He told me that he had paid some fines as well (142) and, as a matter of fact, was up for additional fines but I don't recall whether he did say anything about the amount of dollars that had been paid, although he implied it was substantial.

Q. What were these fines for, sir? A. Well, those would be for the fines—the trailers or containers which we had shipped through Seatrain, among other consolidators, through Seatrain for the period when the CONASTA *(sic)* rules went into effect.

* * * * * *

(143) Q. Now, inviting your attention to the last week in April of 1973, did you have any conversations with Mr. McAvoy? A. Yes, I did. Mr.—

Q. Where did this conversation take place? A. In his office.

Q. Who was present? A. Mr. Catinchi and myself.

Q. And Mr. Catinchi is the man you identified earlier as your partner? A. Yes, that's correct.

Q. Do you recall what the conversation was? A. The conversation at that time was—well, let me back up just a trifle.

(144) The Federal Maritime Commission had suspended the tariff pages of Sea-Land but the practices to which the pages referred were still in effect, namely, we were not getting any containers. Mr. Catinchi and myself requested this meeting with Mr. McAvoy, specifically to find out how they could continue with these practices when the Commission had suspended the pages. And here again Mr. McAvoy repeated that it was strictly a business decision, it was something that they had to do, that in effect it was them or us. He held out no hope for Consolidated Express as far as the breaking of the container availability or lack of availability for Consolidated.

We again discussed the TTT situation, who was still giving us trailers. I think his answer was that he had not gotten a report back from the last meeting, which was about as far as he went on TTT.

> The Court: Approximately when was this meeting?
>
> The Witness: This meeting, I think, was just around the last week of April, sir.

A. (Continuing) It was not a particularly long meeting, certainly not very gratifying.

Q. That is all that you recall of that meeting? A. He did say something about was I able to get together with Mr. Nicholas and Mr. Toomey relative to the meetings we had held at the Holiday Inn.

(145) Q. Who's Mr. Nicholas, again? A. Mr. Nicholas —I don't think he carries a title as a corporate officer, but he is in charge of operations at Elizabethport.

I told him, no, that we had not been able to get together as far as the various propositions which had been discussed.

Q. Now, during that week did you also have another conversation with Mr. Novacek? A. Yes, about two hours after Mr. McAvoy. Mr. Catinchi and myself went from Elizabethport up to Port Seatrain. We first met with Mr. Cermac in Mr. Cermac's office and spent about an hour with him discussing the over-all problem and Mr. Cermac's position at that time was that any discussions really should be held with Mr. Novacek since it was in his lap, so to speak.

And we did meet with Mr. Novacek at about noon-time on that same day and spent no more than about a half hour with Mr. Novacek.

Mr. Novacek at that time was running through another corporation known as Puerto Rican Forwarding. I can't say they're associated or affiliated, I don't really know, but they are running with Puerto Rican Forwarding and LTL Terminal at Shed 154 in Port Newark.

There was some discussion with Mr. Novacek (146) relative to whether we would be interested in Shed 154 or sharing it in some way with Puerto Rican Forwarding which we negated completely. They are and always have been our very strongest competitors.

Q. During this period did you have a conversation— I think during that week, the last week in April, did you also have a conversation with Mr. Peter Holzer?

• • • • • •

(146) A. Yes, I did. It was that same afternoon. Mr. Holzer is the president of TTT. Mr. Catinchi and I went from Port Seatrain at approximately one o'clock in the afternoon directly to Staten Island where we met with Mr. Holzer and Mr. Semac in a restaurant in Staten Island.

Their situation, of course, was somewhat different than Sea-Land and Seatrain. They were making and basically still are making containers available to us. They are stuffing and stripping.

We did ask Mr. Holzer at length whether he anticipated whether this would continue, that is to say the availability of containers. His answer was "Yes, we will make containers available to you, however, they are subject to delay, they have to be stuffed, they have to be stripped", et cetera, et cetera, et cetera. And the delay might amount to as much as one, two and possibly three sailings although he doubted seriously that it would go to a three-sailing delay.

(147) Considering between sailings you have three or four days, you're looking at the difference maybe of—well, three or four days over nine, so to speak.

At any rate, Mr. Holzer was slightly more confident of a break in the situation.

Q. Did he say so? A. Yes, he did.

I believe he used—either he or Mr. Semac used the expression that as long as people are willing to sit down and discuss a mutual problem there is always an area which can be agreed to or problem can be solved.

And, of course, he had good reason to say it because they were moving containers.

Q. Do you recall if any reference was made to foreign trailers? A. Well, what he said simply was that he would not be able to make available to us trailers with the TTT name on them, that he would make available to us what are known as foreign trailers, foreign trailers being leased trailers which TTT acquires from the railroad pools.

Those trailers we could ship in. We could not ship in TTT equipment.

(148) Q. Is there any physical difference between the trailers that TTT furnished you with and the type of trailers that were furnished to you by Sea-Land and Seatrain back in the days when Sea-Land and Seatrain were furnishing you trailers? A. Well, the only main difference is that Sea-Land predominantly uses thirty-five-foot-length trailers. The other two carriers, Seatrain and TTT, use forty-foot trailers. It is somewhat easier for us on a forty-foot but it doesn't make that much difference.

Q. With respect to wheels? A. There is that difference, of course. Sea-Land and Seatrain can only ship their containers, their units, on board their vessels. They cannot take foreign boxes. The main reason for it is because both of them are lift-on-lift-off vessels. TTT, on the other hand, can take any type of equipment whatsoever because it is a roll-on-roll-off ship. Effectively, it doesn't make any difference to TTT whether it is twenty, thirty or forty or flatbed, bus, whatsoever.

(148) * * * Q. I invite your attention to a time on or about May 23rd or 24th of 1973. Did you have a conversation with Mr. Paul Semac? A. Yes, I did.

Q. You previously identified him as Executive Vice-
(149) President of TTT? A. That is correct.

Q. How was this conversation conducted? A. Mr. Semac called me in Florida. He called specifically for the purpose of making me an offer for Consolidated Express to close its Maspeth terminal and move completely to a facility which was going to be opened up on the West Side of the City of New York. I am almost certain the pier facility was U. S. Lines. It was 34th Street and West Street, Manhattan. 34th Street and 12th Avenue.

According to Mr. Semac, the facility would have 200 cross island bays with as much square footage as any consolidator could want. It would be staffed by deep sea ILA

labor. It would not be limited solely to TTT but to any container that any consolidator wished to bring in and load. That offiice space would be available. Tractors would be available to move the containers to the export pier, et cetera.

I told Paul that I was interested in such a facility but that I needed the cost and how much it was going to be in the way of rent, labor, et cetera. At that precise time he had no idea what the cost would be.

He subsequently called me back two weeks later. I guess it was early in June. He gave me some cost figures (150) which I found to be grossly high and I told him so.

Q. So that it is your testimony then that nothing further was done along those lines? A. Nothing further. At least not with me.

Q. At present, to summarize, what is the state of your company's relationship to Sea-Land with respect to the supply of containers? A. I have none. Nor have I had any.

Q. The transshipment of cargo? A. I don't quite follow what you mean, sir.

Q. What is the relationship of your company with regard to the handling of outbound shipments? A. I am only shipping through TTT.

Q. To summarize your testimony, also, with regard to Seatrain, are they furnishing you any containers? A. None.

Q. But your testimony is that TTT does? A. Yes, they do. Not their own trailers but equivalent.

* * * * * *

(152) Q. Returning to on or about 1965, did you have a (153) relationship or an interest in—I'm sorry—a relationship with or an interest in a firm called Valencia Baxt? A. Yes, I did, sir.

Q. What was this interest or relationship? A. I was Vice-President of Valencia Baxt and I owned approximately sixteen to seventeen percent of the stock.

Q. Was Mr. Catinchi in any way connected with Valencia Baxt? A. Yes, he was. He was President of the corporation and owned approximately twenty-two percent of the stock.

Q. Do you know how long Mr. Valencia—I'm sorry. Strike that.—Mr. Catinchi had been President of Valencia Baxt? A. I think he assumed the presidency about the time I joined the firm in 1953 or 1954.

Q. Was Mr. Baxt active in the firm? A. Yes. Mr. Baxt was active in the firm from its inception in 1949.

Q. Did you have any family relationship with Mr. Baxt? A. He's my uncle.

Q. Did Mr. Catinchi have any family relationship with him? A. Yes. Mr. Valencia is Mr. Catinchi's father-in-law.

(154) Q. Going to the year, about 1965, between you what were the combined holdings of yourself and Catinchi in the outstanding shares of stock of Valencia Baxt? A. Roughly thirty-eight percent, sir.

Q. Where was Valencia Baxt located then? A. San Juan, New York, Miami and Jacksonville.

Q. What business was Valencia Baxt in? A. They were an NVOCC. Some type of consolidation. That Consolidated Express is in.

Q. You testified that you had first become associated with Valencia Baxt in about 1953? A. That is correct.

Q. Do you know when Valencia Baxt was established? A. I know it was 1948. I believe it was in September of 1949.

Q. Had it been engaged in the business you just described during the entire period since 1949? A. Yes. From the first day it went into business.

(155) Q. Which employees performed Consolidated's work for Valencia Baxt in 1965, let's say? A. Do you want that in numbers of people, sir?

Q. No, which employees, if you know? Who was the direct employer of the employees who performed this work? A. The direct employer was Valencia Baxt here in New York. Valencia Baxt in San Juan. A subsidiary company in Florida by the name of Miami-San Juan Express.

Q. Do you recall if Valencia Baxt had any relationship with U. S. Trucking? A. Valencia Baxt had the same contract with U. S. Trucking since 1958.

Q. Just so that your testimony in the area can be clear, as you recall it, what was the contract between Valencia Baxt— under its contract—strike that.

Under its contract with Valencia Baxt, what was U. S. Trucking supposed to do for Valencia Baxt? A. They were supposed to supply labor on the platform for the receiving and loading of the containers, labor on the platform for the unloading of the containers on the northbound movement, trucks, tractors, drivers and helpers for both.

Q. How did this compare to what U. S. Trucking subsequently did for Consolidated? A. It was exactly the same. We picked up the same (156) contract.

* * * * * *

(178) Mr. Silberman: Your Honor, if I may address the Court for a moment, part of our discussion relates to a number of documents which counsel for the New York Shipping Association asked us for at the conclusion of the proceedings yesterday with respect to the transaction whereby Consolidated Express succeeded to Valencia Baxt and in that regard there are a number of letters. If I may on behalf of the charging party I would just make an offer of proof so that the Court would have a framework in which to consider the various documents which we will try to put into evidence now to show the nature of the successorship. I make the offer of proof only for the purpose of providing such a

framework and, of course, subject to counsel's objections as we go through.

But the offer of proof is and what we will show is (179) that Consolidated Express is a successor to Valencia Baxt as the witness testified on Monday. He and Rodolofo Catinchi, the partners in Consolidated Express and the owners of Consolidated Express, were shareholders and officers in Valencia Baxt.

Furthermore, both of them were related to two of the other shareholders of Valencia Baxt.

The transaction as it's set forth in the various letters—incidentally, the letters are signed by an attorney by the name of Burstein who was the lawyer representing Sea-Land and I think this conflict resulted in his withdrawal as counsel for Sea-Land. But he was representing Consolidated Express and as you'll see the nature of the transaction was as follows:

The Consolidated Express took over the customers—this is the offer of proof—the customers of Valencia Baxt in the ocean-going freight business in New York. They, in turn, gave up a trucking business in Puerto Rico to Valencia Baxt.

As the result of this whole thing Consolidated Express became an NVCCC, taking shipping back and forth from Puerto Rico to New York and Valencia Baxt became strictly a trucking company.

There is some transfer of assets and redemption of stock on the part of Mr. Jacobs and Mr. Catinchi, but (180) there is one other thing of some importance, I think, your Honor, and that is that the permit to operate as a common carrier was assigned, transferred from Valencia Baxt to Consolidated Express.

With that general framework, your Honor, there are a series of letters which refer to various agreements. There is no one document which appears to encompass or embody the entire agreement. We have searched through the files and we can't find anything in that respect. Hence, there is no one document which constitutes the best evidence, but rather a series of written and verbal agreements.

Thank you, your Honor.

CONEX Transcript, Volume II, dated August 23, 1975.

(181) Mr. Lambos: Your Honor, if I may, I think that the offer of proof is inspired by my stating to counsel for petitioner and for charging party my objection to the receipt of those many, many letters which, in effect, are nothing more than an attorney, Mr. Herbert Burstein, writing to various parties with respect to certain financial obligations going from Valencia Baxt and by Consolidated primarily to a third party, namely, a party called Berman. I saw no letters which would indicate agreement by the persons to whom the letters were addressed. I saw nothing that indicated that there had been an execution or an agreement to any of these and I specifically asked for an agreement between Valencia Baxt and for the charging party which was executed by the parties and which would set forth the agreement, if any, there was.

The Court: Counsel has said there's no such document.

Mr. Lambos: It is our position, your Honor, that these seven letters, being merely letters from counsel to various parties, do not signify nor indicate any agreement. So that we intend when the letters are presented to object to their receipt on what I think is a very important issue in this case, as to—

The Court: All right. Well, let's have counsel proceed as he sees fit on this issue.

* * * * * *

(182) Direct Examination by Mr. Schwartzbart (Continuing):

Q. Mr. Jacobs, at the conclusion of our last session you testified that you were in the period 1965 a shareholder in a firm called Valencia Baxt. A. That is correct.

Q. And Mr. Catinchi was also a shareholder and an officer of that corporation. A. That is also correct.

Q. And that you were both related to various principals of that firm. A. Well, not I, but Mr. Catinchi certainly was.

Q. And did you not testify you had a relationship with Mr. Baxt? A. Yes, but in 1965 was not an owner or a member of the firm of Valencia Baxt Express. He had given up his ownership in 1961.

Q. I see. But during such time as Mr.—during the time when you were connected with Valencia Baxt, Mr. Baxt was also there, is that correct? A. Oh, absolutely.

Q. Good.

Now, may I ask you, Mr. Jacobs, in 1965, what, if anything, happened with respect to Valencia Baxt? A. Valencia Baxt was then owned by the four people (183) you have just recently mentioned, and just to enumerate them, it was myself and Mr. Catinchi, Mr. Alphonso Valencia and Mr. Wallace Valencia. Valencia Baxt was, at that time, I believe, the largest trucking company in Puerto Rico.

The four parties I just have mentioned became involved in an internal dispute as to the best method under which to continue Valencia Baxt Express.

It was the contention of the two Valencias that Valencia Baxt Express increase and actively solicit much more of the intra island trucking work on the island of Puerto Rico than we presently had. At that time I think we had the great majority of it.

It was Mr. Catinchi's contention, and mine as well, that this type of business with the rate structure as it existed in Puerto Rico was a totally unprofitable piece of business and to further that piece of business or increase that piece of business would, in effect, increase what, at that time, was roughly a break-even or possibly a loss situation into a rather substantial loss situation.

It was Mr. Catinchi's opinion and mine that we rather concentrate on the ocean express business from New York, Jacksonville and Miami into and out of San Juan.

The dispute was irresolvable. We, therefore, asked Mr. Burstein to act, as shall we say, an arbitrator for want of a better term, for purposes of Mr. Catinchi and (184) myself taking over the ocean express business and Mr.— for the two Valencias remaining with the trucking business as it existed in San Juan, Puerto Rico.

The negotiations as I remember them started early in 1965. The actual divorce occurred, again, as I recall it, approximately April 12th of 1965, but the negotiations between the four parties and Mr. Burstein continued on through the end of 1965 and possibly even into the beginning of 1966.

Q. Could you state to the Court, please, in general terms, what was the nature of the divorce, what was the overall framework with respect to the consideration tendered by each party for what each received? A. It was a rather simple divorce as it started, it became somewhat more complicated as it went on. The nature of the divorce encompassed two or three factors. It was quite simple to decide that the two Valencias were going to retain the business in Puerto Rico; that's obviously what they wanted to do, they were not interested in the business from the United States.

Conversely—

Q. By "business in Puerto Rico" I believe you testified—

A. Local trucking business.

Q. The local trucking business. (185) A. Conversely, Mr. Catinchi and myself were not interested in the local trucking business so obviously that particular section of it which had been built up, mainly the marine business, was a rather simple thing to split asunder from the Valencia Baxt Express.

Nonetheless, in order to continue as a going entity it became necessary for what ultimately became known as Consolidated Express to retain or obtain some equipment to do this work. It also was necessary for Consolidated Express to have terminals, personnel, financing, et cetera.

The hangup on the agreement was essentially on a third party, namely, Berman Leasing. Bermain Leasing owned or at least had chattel mortgages on the majority of the equipment which Valencia Baxt had. There was a good deal of dollars owed to Berman Leasing.

(186) Q. Where was this equipment that was leased from Berman physically located? A. All of it was in San Juan.

Q. All right. A. The hangup became who owes what to whom on the equipment and it was rather difficult to determine that because obviously there were depreciation schedules involved—

> The Court: Excuse me, Mr. Jacobs.
>
> Mr. Schwartzbart, this is detail that really doesn't go to the basic issues. Can't you get to the meat of this matter?
>
> Mr. Schwartzbart: Right, your Honor.
>
> The Court: I'm interested more in what took place after the divorce. Let's get to that. If there is an agreement let's have it. If it was oral, get into it and let's see where we go. But let's find out about it.

By Mr. Schwartzbart:

Q. I invite your attention to a time on or about April 5, 1965, Mr. Jacobs.

Did you receive any correspondence at that time? A. I received quite a bit of correspondence at that time.

Q. With regard to the matter in discussion? A. Yes, that's what I'm talking about.

Mr. Schwartzbart: I would request that document (187) dated—letter dated April 5, 1965, be marked as Petitioner's Exhibit 5-A.

The Clerk: All right. Marked Petitioner's Exhibit P-5-A.

Mr. Schwartzbart: Right.

(Letter dated April 5, 1965, marked Exhibit P-5-A for identfiication.)

Mr. Schwartzbart: I'd also request that a letter dated May 21st, 1965, be marked P-5-B.

The Clerk: Marked P-5-B, petitioner's Exhibit P-5-B.

(Letter dated May 21, 1965, marked Exhibit P-5-B for identification.)

Mr. Schwartzbart: A copy of a letter dated May 25, 1965, P-5-C.

The Clerk: Marked petitioner's Exhibit P-5-C.

(Letter dated May 25, 1965, marked Exhibit P-5-C for identification.)

Mr. Schwartzbart: A letter dated June 8, 1965, P-5-D.

The Clerk: Marked petitioner's Exhibit P-5-D.

(Letter dated June 8, 1965, marked Exhibit P-5-D for identification.)

Mr. Schwartzbart: A copy of a letter dated June 22, 1965, P-5-E.

(188) The Clerk: Petitioner's Exhibit P-5-E.

(Copy of letter dated June 22, 1965, marked Exhibit P-5-E for identification.)

Mr. Schwartzbart: A copy of a letter dated November 30, 1965, P-5-F.

The Clerk: Petitioner's Exhibit P-5-F.

(Copy of letter dated November 30, 1965, marked Exhibit P-5-F for identification.)

Mr. Schwartzbart: A copy of a letter dated February 17, 1966, P-5-G.

The Clerk: Petitioner's Exhibit P-5-G.

(Copy of letter dated February 17, 1966, marked Exhibit P-5-G for identification.)

Mr. Schwartzbart: And a copy of a letter dated May 17, 1966, P-5-H.

The Clerk: Petitioner's Exhibit P-5-H.

(Copy of letter dated May 17, 1966, marked Exhibit P-5-H for identification.)

Mr. Lambos: Your Honor, the objection of New York Shipping to all of these documents is based on the admission of charging party in his offer of proof that there is no written document. And I think that all of these memoranda or letters by an attorney who, according to the testimony of Mr. Jacobs, was appointed as an arbitrator or someone to make a deal, is totally irrelevant, inadmissible (189) and, more importantly, unimportant and would clutter up the record, because Mr. Jacobs can testify as to what the oral arrangement was without going into these many, many letters which are not

executed or signed by the parties, but merely have been received by the parties.

And there is no indication whether the absent party has agreed or disagreed with the reports or statements made in these letters, that is, the two Valencias.

The Court: Well, I'm going to have to let him go through with the offer first. Let's see where we go.

Mr. Schwartzbart: I'd ask further that as—

The Court: 5-H, May 17, 1966, was last.

Mr. Schwartzbart: As petitioner's Exhibit 6 I request that there be marked for identification a document headed "Consolidated Express, Inc., Ocean Freight Tariff, Number 1, Issued July 14, 1965, effective August 16, 1965."

The Clerk: Marked petitioner's Exhibit P-6 for identification.

Mr. Schwartzbart: That is correct.

(Document marked Exhibit P-6 for identification.)

By Mr. Schwartzbart:

Q. Now, Mr. Jacobs, I hand you documents previously marked for identification as petitioner's Exhibits 5-A through H, inclusive. Can you identify those?

(190) The Court: Well, maybe we can save some time. From the objections I understand these are all from counsel, are they?

Mr. Schwartzbart: Yes.

The Court: May I see them?

The Witness: Certainly, sir.

(191) The Court: Well, the difficulty that I have with these is that they sift me through a series of

different levels before we finally reach the point where apparently there was agreement. Can't we get to that?

Mr. Silberman: Unfortunately, your Honor, there is no document which finally encompasses all of the agreements and wraps it up. That is what I meant.

(191) The Court: I understood you to say that. What I think then we should do next is if there was no document that does it, then obviously it was oral.

Mr. Silberman: I think that is a fair observation.

Mr. Schwartzbart: Yes.

The Court: What is the agreement?

Mr. Schwartzbart: This was the question I was about to ask the witness, if I can, your Honor.

The Court: Either take us all through these—there is indecision. There is uncertainty. There is a disagreement here and there. Let's get to the end result.

Mr. Schwartzbart: Yes.

By Mr. Schwartzbart:

Q. Mr. Jacobs, under the terms of the arrangements—

The Court: Excuse me. If I can interrupt you, I'll return these to the witness. And to the extent he needs these to refresh his recollection, he may take them. It may (192) be they will be evidential for other purposes. I don't mean to indicate it in advance, that I am going to sustain an objection should an objection be posed to one or more of those documents, but I think you catch the suggestion that I am throwing.

Let's get to the agreement.

Mr. Schwartzbart: Yes, your Honor.

By Mr. Schwartzbart:

Q. Mr. Jacobs, under the terms of the arrangement that was worked out with respect to the divorce to which you alluded, what did you and Mr. Catinchi, if anything, surrender? A. We surrendered our stock in Valencia Baxt Express.

Q. May I ask what, if anything, did you receive in return? A. The ocean express business to and from the United States.

Q. What, if anything, was done with respect to physical assets? A. We took over that which related to the ocean express business; leased that which related to the local trucking business in Puerto Rico.

Q. What, if anything, was done with regard to outstanding liabilities? (193) A. That which related to leases, personnel, rental agreements involved with the ocean express business we assumed.

Mr. Schwartzbart: May I ask, Mr. Clerk, if you would mark a document dated December 15, 1964, as petitioner's Exhibit 7.

The Court: Are there exhibits to be marked at this point, Mr. Schwartzbart? Are you offering something further?

Mr. Schwartzbart: Will you mark this as P-7.

(Document dated December 15, 1964, marked Exhibit P-7 for identification.)

The Court: For the record, you are marking what, Mr. Tosti?

Mr. Schwartzbart: I have just requested that a document dated December 15th, 1964, be marked for identification as Petitioner's Exhibit 7.

The Clerk: It has been so marked.

The Court: You identify it by a oneliner? What is it?

Mr. Schwartzbart: This is a lease.

The Court: All right. So marked.

Do you have anything further for the clerk at the moment?

Mr. Schwartzbart: No.

(194) The Court: All right.

Mr. Tosti, would you take this out in the hall so we don't have to disturb the proceedings?

Would those gentlemen who are sitting over in that portion of the courtroom move over to that side, please. Then after this proceeding that is going to take place and it is concluded, you may move back there, if you like.

All right. Proceed.

By Mr Schwartzbart:

Q. Now, in your last bit of testimony, Mr. Jacobs, you mentioned the assumption of certain leases. A. Yes. That's correct, sir.

Q. I show you a document marked for identification as Petitioner's Exhibit 7. Have you seen this document before? A. Yes, I have, sir.

(195) Q. Could you state what it is, please? A. It covers a lease on two trucks which were leased from United States Truck Leasing to Valencia Baxt Express on December 15, 1964.

Q. Did anything subsequently happen with this lease or any obligations under this lease? A. This lease was assumed by Consolidated Express in 1965.

Q. Is there any place on that document where this is noted? A. No. But I believe that there is a subsequent letter from United States Truck Leasing to Consolidated

Express referring to these two trucks and the continuing lease.

Q. Then it is your testimony that among the leases that were assumed was the Petitioner's No. 7? A. Yes. That would be one of the leases that was assumed, yes. That is correct.

Mr. Lambos: I would move to strike the testimony of Mr. Jacobs, that this lease was assumed. He testified there was a writing. I have not seen the writing during the recess. I understand that there is one from his testimony. I would assume that should be produced as evidence of an assumption of this lease.

The Court: Is there a document that underlies (196) this assumption of the lease?

* * * * * *

The Witness: Yes.

Mr. Schwartzbart: Yes, your Honor.

The Court: Where is that?

Mr. Silberman: Your Honor, I think what the witness testified to was that there is a letter which refers to the lease. We shall produce it.

The Court: All right. Gentlemen, you can stay in your place or sit at counsel table, if you'd like. I'm going to take some indictments.

(Recess.)

The Court: There was a document apparently that deals with the assumption of the lease?

Q. Showing you a document dated January 27th—strike that, please.

Mr. Schwartzbart: I would request that a document dated January 27, 1967, be marked as Petitioner's Exhibit No. 8.

The Clerk: Petitioner's Exhibit P-8 for identification.

(Exhibit P-8 was marked for identification.)

The Court: Do any of you gentlemen want to move back over there? You can, if you wish.

Q. Mr. Jacobs, I hand you Exhibit P-8 and ask you if you can identify this for the Court. First, what is it? (197)
A. This is a letter from United States Truck Leasing dated January 27, 1967, addressed to me in New York City and confirms the placing into our service two used International Trucks which are going to replace two eighteen-foot trucks which presently were under contract to United States Trucking.
Q. Now, can you state whether this has any relationship to the lease that you had examined as previously—which has been marked as Petitioner's Exhibit No. 7?

Mr. Lambos: Objection, your Honor. I think the document speaks for itself. There is nothing in the document that refers to the lease.
The Court: I will overrule the objection. Go ahead.

A. Would you repeat the question?

The Court: Repeat the question.

Q. What relationship—

The Court: No.
(The reporter reads the pending question.)

A. Yes, I can. The two trucks leased on that lease that I looked at a few moments ago were in a state of disrepair.

We arranged with United States Truck Leasing to replace them.

Q. Now, you also testified, I believe, that there was a letter that would evidence assumption of the earlier (198) lease—of the lease, P-7? A. Just this one paragraph which states it succinctly. "These units will replace the two eighteen-foot trucks which you presently have under contract with us."

"Us" being Consolidated. I'm sorry. Which "you," meaning Consolidated Express, presently have under contract with us, meaning United States Truck Leasing.

Q. All right. P-7 is the contract referred to? A. Yes, sir.

Q. I ask you, Mr. Jacobs, prior to 1965 or prior thereto did Valencia Baxt have ocean freight tariff with the Federal Maritime Commission? A. Yes, sir, it did.

Q. Can you state what, if anything, happened with regard to that? A. Yes, I can. One of the main points in the divorce—so-called divorce—was that Consolidated Express could adopt the tariff of Valencia Baxt Express which was then on file with the Federal Maritime Commission. Adoption procedures are allowed in front of the Federal Maritime Commission.

(199) Q. I show you a document previously marked for identification as P-6. Can you state what it is, please? A. Yes, sir. This is the tariff. The first tariff—using the title page "Consolidated Express," it was issued on July 14, 1965; became effective on August 16th. The exact nomenclature reads, "FMCF No. 2 cancelled. FMCF No. 1" and then in parenthesis, "Valencia Baxt, Incorporated, Series," and to explain the lettering, FMCF No. 1 was the first tariff filed by Consolidated Express, but it was a tariff of adoption. You are only allowed to keep an adoption tariff in effect with the Maritime Commission for a short time, which is the reason for this tariff replacing the adoption tariff, FMCF No. 1.

Q. Is it your testimony that as a result of this adoption Consolidated assumes the non-vessel operating common carrier status previously held by Valencia Baxt? A. That is exactly correct, sir.

Q. From 1965 until recently who then performed the work of consolidating—let me strike that.

Prior to 1965, to recap some testimony that you had previously given, who performed the consolidating work for Valencia Baxt in the New York area? A. Going back to 1958 or thereabouts, United States Trucking.

Q. And they were, you testified, the employers of (200) members of Local 807 of the Teamsters? A. That is correct.

Q. After 1965 who performed this work for Consolidated? A. United States Trucking.

Q. Continuing to use employees of Local 807? A. Continuing to use employees of 807.

Q. Valencia Baxt in New York State had what physical facilities prior to 1965? A. Owned?

Q. Or utilized. Terminals? A. No. It owned no terminals. It leased its terminal in Manhattan through a subsidiary company in New York.

Q. Where was this terminal located? A. From 1962 to 1972 on 54th Street in Manhattan. Actually, of course, pardon me, Mr. Schwartzbart, as far as Valencia Baxt was concerned, it was up to 1965.

Q. After 1965 who operated that terminal, if you know? A. Consolidated Express.

Q. Then you assumed control of those premises? A. That is correct.

Q. Do you presently have a facility at that address? (201) A. No. The lease expired on that address, I think, in November of 1972 and we vacated the premises and moved to Maspeth, Long Island.

(201) Q. Mr. Jacobs, can you state to the Court, please, who subsequent to 1965 serviced those customers which had been previously serviced by Valencia Baxt?

Mr. Lambos: Objection, your Honor, on the grounds that it is irrelevant.

The Court: Overruled.

A. Consolidated Express took over all of the customers of Valencia Baxt in the United States. This was done by personal visit, by phone call, simply advising the customers that Mr. Catinchi and myself were now in Consolidated Express by ourselves, would continue to service them as they had been serviced in the past, would continue to move their freight, et cetera.

* * * * * *

(204) Mr. Lambos: With respect to the next two documents, which are P-7 and P-8, your Honor, P-7 is an agreement between Valencia Baxt and the leasing company and expires, as I understand it, by its terms, sometime in 1966.

The next document refers to an agreement not with Valencia Baxt or to the assumption of any agreement with Valencia Baxt but to an agreement between Consolidated Express and the leasing company. And since there is no (205) apparent connection between the two documents and since it is offered for the purpose of proving that the first agreement, namely, P-7, was assumed by Consolidated Express and since P-8 does not show any such assumption I object to the receipt of both documents.

Mr. Silberman: Your Honor, if I might be heard briefly on that?

The Court: Yes.

Mr. Silberman: If I recall, the witness's testimony was that Consolidated Express assumed the lease. He thereafter testified that there was a letter which reflected this fact; not that there was a letter

which actually created the legal assumption. At that point counsel objects on the ground that the letter was the best evidence of the assumption, which it probably is not, and, therefore, the letter was brought to the Court's attention. But the operative testimony bearing upon the assumption of the lease was that we did in fact assume the lease.

You can see, your Honor, from the nature in which this transaction took place that it was not exactly the most formal arrangement that lawyers can contemplate. That is certainly understandable in light of the family connections and so forth, but the fact is that the witness has testified that Consolidated Express has assumed the lease and lived under it. That letter refers to the contract whereby they (206) pay for the two trucks.

The Court: There is one technical imbalance here. The document which is P-7 is dated December 15, 1964. By its terms it is for two years, which would be December 16, 1966. That would be its expiration date unless there is some kind of an automatic renewal. I haven't gone through it to see if there is.

Mr. Silberman: We could ask the witness on voir dire, your Honor.

The Court: Let me just check, first. There is a provision in Paragraph 19 which says "This agreement shall bind and inure to the parties hereto, their successors, legal representatives and assigns but the customer shall have no right to assign, transfer, mortgage or otherwise incumber this agreement without the written consent of Leasing."

I don't see any automatic renewal. What is lacking, then, is a bridge over the gap between December of 1966 and this letter of January 27, 1967, which talks about, in the next to the last paragraph, quote,

"This letter is an amendment to our present contract. If all of the above is acceptable to you, kindly sign and return one copy of this letter."

So there is some precision slip here. I think I am missing something.

Mr. Schwartzbart: Perhaps the witness can (207) clarify the questions that have arisen, if I may ask?

Q. Mr. Jacobs, could you clarify these points? A. I can, yes. That period of time, that one month of bridge, as the Judge states, is correct. This was a period where I was out of the country, as I remember it. It was a Christmas-New Year's situation. The trucks continued to operate during the period of that time while Mr. Marcus and myself were more or less negotiating prior to the expiration of the lease. It was only when I came back that I did say to Mr. Marcus that you've got yourself a deal on two new trucks; replace the old ones.

He confirmed it in writing to me. The trucks continued during that period of time that I was out of New York.

(208) Q. Is it your testimony, then, to summarize that your relationship with U. S. Trucking was a continuing one? A. Totally continuing.

Examination by the Court:

Q. Was there a lease entered into after December, 1966? A. Are you asking, sir, in the formal method of that lease?

Q. Yes. A. My files do not reflect it, sir. Most of what happened between United States Trucking and myself was covered by letters rather than actual formal leases, sir.

Q. There is no document that comes in between the December 15, 1966, date and January 27th, 1967? A. No, I believe not, sir.

The Court: All right. I'll overrule the objection. Again we are sitting without a jury. I'll take these for what they are worth.

(Exhibits P-7 and P-8 received in evidence.)

By Mr. Schwartzbart:

Q. Mr. Jacobs, I invite your attention to a time in 1966 or 1967, in this period, and ask what, if anything, you learned with respect to stripping and stuffing of Consolidated's containers? (209) A. There was a time somewhere in 1966 or '67—I'm totally blank on the date but I know it was within that time—where Sea-Land did strip some additional containers. This spread rather quickly to Seatrain. At that time I do not think that TTT was in business or if they were it was at maximum with one vessel.

There was some stripping which lasted for a period of some three weeks, possibly.

Q. How were you advised of this? A. Frankly, I was advised of it because of something that you stated sometime around 4:30 Monday afternoon and I clearly remembered it then.

Q. I'm afraid that you have the questions a little confused.

The Court: I don't think he quite meant that.

The Witness: I don't think he did.

How was I advised?

The Court: With respect to the first time.

The Witness: By phone call, sir.

Q. With respect to—I believe that the answer that you just gave is related to the reason why you did not testify with respect to this? A. Exactly true, sir.

Q. Were you trying to tell the Court that I told you something? (210) A. Oh, no.

(Discussion off the record.)
A. You asked me, sir?

The Court: Put the question again. Just to dispel any malevelent inferences. You weren't attempting to suggest that Mr. Schwartzbart had suggested an answer to you, were you?
The Witness: No.
The Court: All right.
Mr. Schwartzbart: Thank you, your Honor.
The Court: All right. I don't think you needed that.

By Mr. Schwartzbart:

Q. Then you testified that you had received a phone call and this was the start of your information concerning the period that you were speaking about? A. That is correct, sir.

Q. Do you recall from whom the phone call came? A. No, I do not. I know it was from Sea-Land but I could not possibly tell you from whom.

Q. Can you recall what was said? A. Only that some trailers of mine were being stripped. I'm not even certain that—I just really, Mr. Schwartzbart, don't recall anything about it other than receiving the phone call from Sea-Land that some of my (211) trailers were actually being rehandled at the port. It was the first time I had ever heard of such a thing, frankly.

Q. You testified you thereafter heard from Seatrain as well? A. No. Quite to the contrary. I called Seatrain and asked them whether they were familiar with any part of this stripping procedure. They said to me that they had also been advised that they were going to start stripping but if I wished to give them cargo they could

handle it expeditiously, et cetera, et cetera, et cetera, which I did, by the way.

Q. Can you recall—you testified a few moments before that the stripping and stuffing incident at that time lasted about two to three weeks? A. As I recall, that is right. It is most likely closer to three weeks rather than two.

Q. Was it a period of two to three weeks combined from the time you first received the phone call from Sea-Land or were there different periods involving the different companies? A. No, sir. They were exactly the same. Totally contiguous. And it stopped the same way that it started. Overnight.

(212) Q. Do you know—do you have any—are you aware of any events that took place at that time that might have accounted for this? A. None.

Q. Can you tell the Court, please, why you did not testify about these particular incidents when you delivered testimony on this subject yesterday—I'm sorry—Monday? A. The only answer I can give you, Mr. Schwartzbart, is a total blank. As I laughingly said a few moments ago, there was a word or a phrase which you used Monday afternoon sometime around 4:30 which simply opened up this memory door. I had absolutely no recollection of it prior to that.

* * * * * *

(214) By Mr. Schwartzbart:

Q. Mr. Jacobs, during your testimony on Monday you stated that there was a reduction in your business and has been since February of this year? A. That is correct.

Q. At our request was an affidavit prepared by an officer of Consolidated which would tend to show what this loss has been? A. Yes.

Q. I show you Petitioner's Exhibit 9 for identification, copies of which have been distributed to counsel, and ask

you if that is the document. A. Yes, sir, that is the document.

Q. Who has signed? A. Mr. Richard A. Robinson.

Q. Who is Mr. Robinson? A. Our Vice-President, sir.

* * * * * *

(218) Q. For the year 1971, what was the net profit or loss for that year? A. There was a loss of a hundred and twelve thousand dollars on a volume of two million six hundred thousand dollars.

Q. Is there any explanation for that? A. Yes. There was a two-month strike in 1971 which—I'm talking about a two-month ILA strike which basically took away from us one-sixth of our year.

Q. I see.

Now, looking at the net profit or loss item for 1972, is that revealed in the— A. Yes.

Q. —profit and loss statement? A. Yes, it is.

Q. What was the result for 1972? A. Approximately a $12,000 profit on a volume of approximately three million one hundred eighty thousand (219) dollars.

Q. I see.

Mr. Lambos: Your Honor, for the record, may the years '71-'72 be identified? I think they are fiscal years and perhaps the record ought to indicate that.

The Witness: They are fiscal years, Mr. Lambos, through March 31st of each year. They're not calendar years.

The Court: April 1 to March 31?

The Witness: Yes, to March 31.

The Court: Thank you.

By Mr. Schwartzbart:

Q. I show you petitioner's Exhibit No. 11. A. Yes, sir.

Q. Have you seen this before? A. Yes, I have.

The Court: Just so that I'm straight here, by the "fiscal year 1971" you meant that year beginning April 1, 1971?

The Witness: That would be ending March 31st, 1971, sir.

* * * * * *

(220) A. Well, the year 1973 would be the year ending March 31st, 1973.

Q. I see.

Now, looking at the net profit and loss line for the year 1972. A. Yes, sir.

Q. What figure is revealed there? A. A profit of $23,000.

Q. Approximately? A. Approximately.

Q. And in the 1973 column what figure is revealed on that line? A. A loss of $210,000.

Q. And to what do you attribute this loss?

Mr. Lambos: Objection, your Honor.

The Court: No, I'll overrule it.

The Witness: I'm sorry.

The Court: Overrule it. Answer the question.

A. Primarily a loss in sales of roughly $500,000.

(221) Q. And further, to what is this loss in sales attributed? A. Well, we know for a fact that the months of February and March were disastrous. I don't have the exact figures but the loss going into February in no way, shape or form came close to the loss of $250,000.

Q. Is it your testimony that this in any way is related to the events in which you testified earlier since February regarding stripping and stuffing? A. I think definitely, yes, sir.

* * * * * *

(224) Q. Mr. Jacobs, would you tell the Court something of the evolution of your operations or the nature of your operations from the earliest period that you were in Consolidated Express up to the present day? A. Well, we started Consolidated Express in April of 1965.

Q. No, I'm referring back to Valencia Baxt, too, now. A. Oh, I'm sorry.

Valencia Baxt started in 1949.

Q. You came in in 1953, was it? A. I came in in 1953, that is correct.

Q. What I'm getting at is what kind of containers, if any, were used in 1953? A. Eight-foot containers, twenty-foot containers. I don't think that the twenty-foot containers came into existence until possibly 1955. We shipped the eight-foot containers on Bull Insular Line and also on Alcoa into Puerto Rico. Sea-Land wasn't in existence. Seatrain wasn't there, TTT wasn't there. The containers were loaded at our warehouses—warehouse, shipped to Puerto Rico, literally in the hold of a ship as opposed to a cellularized vessel, discharged in Puerto Rico.

(225) Q. But the process you performed, was it different in kind from that which you perform with respect to the thirty-five or forty-foot containers that you testified about on Monday? A. No, in no way was it different. It was still a consolidation of LTL cargo.

Q. For instance, how many, on the average, were there—or, as an example, how many different goods or different customers would go into an eight-foot container? A. Oh, it would depend on the size of a shipment, but I would assume an average eight-foot container would have taken five, six, maybe seven customer shipments.

Q. Well, then, after eight-foot containers were used, what was the next step? A. Well, then, they became known as twenty-foot vans. The twenty-footer was also used by Bull Line, it never was used by Alcoa. Bull was

the forerunner of the twenty-foot container, at least in the Puerto Rican container. And a twenty-foot container could carry a good deal of cargo. It might have had as many as eighteen, twenty shippers inside.

Q. Do you recall when twenty-footers became popular in the Port of New York? A. The twenty-footers came in maybe a year or two before Sea-Land started in business.

Q. When was that? (226) A. I believe in 1957.

Q. I see.

Now, you have testified that you ship or did ship up until February, March, April of this year, to Sea-Land, Seatrain and TTT to Puerto Rico. Did the same carriers bring goods back from Puerto Rico? A. Yes, they did, sir.

Q. In containers? A. Yes, sir.

Q. Which you did what with? A. Picked up at the import pier and brought them to our warehouse, unloaded them.

Q. And distributed the goods to customers? A. Correct, sir.

Q. Has there been any disruption in the inbound containers? A. No, sir.

Q. None at all? A. Oh, I think there were two or three containers, I seem to recall, which Sea-Land held up on us and which we ultimately picked up from their shed, 154, in Port Newark.

Q. What I mean, has anybody sought to strip those containers at the dock as they come in?

Mr. Lambos: Your Honor, objection. The witness has answered the question.

(227) The Court: All right. I will sustain the objection. Put another question.

Mr. Silberman: Well, your Honor, I'm not actually certain that the witness did answer the question. The first question I asked was has there been

any interference and I then went on to specify the particular kind of interference which is relevant to this proceeding, most relevant, that is to say, whether they were stripped. And if it is your ruling that his first answer necessarily encompassed the second, why, then, I should go on.

The Court: I thought it did but maybe—all right, I'll reverse my ruling. Explore it.

By Mr. Silberman:

Q. Has there—

The Court: The objection is overruled, for the record.

Mr. Silberman: Thank you, your Honor.

(228) By Mr. Silberman:

Q. Has there been any stripping of containers inbound from Puerto Rico delivered or consigned to you? A. I repeat my answer, Mr. Silberman, I know of, I believe, two instances in the case of Seatrain, it may have been three, where a container was stripped. Those are the only instances I know of.

Q. Now, Mr. Jacobs, with respect to the Puerto Rican trade, how significant a customer, if you can determine, were you of Seatrain, Sea-Land and/or TTT? A. I would say substantially significant.

Q. Do you have any way of comparing that to anything else? Is there any way you can describe to the judge how big "substantial" is? A. Well, I can give an example of how big "big" might be in the case of Sea-Land as an example.

Our total count as far as the movement of containers through Sea-Land is handled by one person in their New

York office relating to the booking, relating to the northbound arrival, relating to really any data which we need from Sea-Land.

As I understand it from this party, I don't think there are more than six accounts in the Sea-Land organization that receive that particular treatment.

Q. Were you ever told by any officials in Sea-Land (229) Seatrain or TTT that you were a desirable customer and that they wished to see you continue? A. Yes, I was told by all three—

Q. Which individuals? A. Certainly Mr. Novacek of Seatrain; Mr. Carter, president of—ex-president of TTT; the various sales managers of the various companies; Mr. Collins of Sea-Land, sales manager; Mr. Lyons, general manager; even Mr. McAvoy has stated consistently that we are a desirable customer of Sea-Land's.

Q. Mr. Jacobs, as I recall your testimony on Monday, you described in detail the nature of loading and unloading of trailers. In your position were you required to be present at any time on your loading dock or whatever area you set apart for the stuffing of containers? A. I would not say I was required but I certainly was there many, many hours of many, many days.

Q. Was that part of your job as the chief operating officer? A. Yes, it was.

Q. Thank you.

Now, Mr. Jacobs, what is the financial impact on Consolidated Express or what is the economic impact on Consolidated Express if the carriers strip and stuff your containers but, nonetheless, take them and ship them to (230) Puerto Rico? A. Mr. Silberman, you said the "financial impact"?

Q. The economic impact. What does it to do your business if they strip and stuff containers? A. First, I cannot under any conditions solicit cargo with any kind

of a sailing schedule or delivery schedule available within the solicitation of that cargo since I obviously never know when the cargo is going forward.

B, I have been badly hurt as far as loss of cargo because of the overflow damage to cargo because of the overflow or damage to cargo simply because of the rehandling. And this has led to additional problems.

Customers of mine are holding back payment of my freight bills because I have not, in fact, delivered the cargo complete. Because I have not delivered it complete they're holding back dollars they owe me against possible future claims they may file with me.

My cash flow has been badly hurt.

Q. Can you—go ahead, excuse me. A. I'm sorry.

I have an enormous additional expense in Puerto Rico to pick up the overflow cargo. The carriers will not deliver it to me so it necessitates my going to the pier with my men and my equipment in order to pick up this extra cargo or overflow cargo such as it may be.

(231) Q. Now, can you continue in operations, can you continue in business if the three carriers were to strip and stuff your goods or your containers when you ship them through the Port? A. As a permanent factor, no.

Q. Did you not testify on Monday that at one point you were willing to explore with Sea-Land an arrangement whereby containers would be dropped, I think you said, at the Sea-Land port and stripped and stuffed? A. Yes, that is correct, I did testify to that.

Q. How was that possible in light of your last answer? A. It was meant more or less as a stop-gap measure on the theory that negotiations could be worked out. I assumed Sea-Land was talking about negotiations between themselves and the ILA relating to the stopping of stripping and stuffing, and, of course, making available the containers to us. It was not meant as a permanent factor

to have them re-handle my cargo which, by its very nature, destroys the cargo.

Q. Now, you say you can at present ship through TTT? A. Yes, sir.

Q. Not with their containers, as I recall your testimony, but with other containers that they or you would (232) get from another source, is that correct? A. Yes, sir.

Q. Well, why then can't you continue in operations and just the way you were doing before but simply ship through TTT? A. They're stripping and stuffing, sir.

* * * * * *

(238) Q. Would you tell the Court how Consolidated Express has done financially on a general basis or specifically since 1965? A. I would say a steady growth pattern of certainly increased volume. We started with a volume of approximately three-quarters of a million dollars at the time that we took over the Valencia Baxt operation and moved it up to well over three million dollars in a matter of some seven years.

Q. Did you have a profit in those years? A. Not in every year, by any means.

Q. In most of the years? A. Oh, yes.

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CONEX Transcript, Volume III, dated August 23, 1973.

(246) Cross Examination by Mr. Lambos:

Q. Good morning, Mr. Jacobs. My name is Lambos and I am the attorney for the New York Shipping Association who will be conducting your cross-examination.

You will remember, Mr. Jacobs, later yesterday afternoon there was introduced in evidence under your sponsorship Petitioner's Exhibit P-11, which are the financial statements of Consolidated Express for the fiscal year 1972-1973, ending, I take it, as of March 31, 1973. Is that correct? A. If that is the exhibit, P-11, yes, sir, Mr. Lambos, that would be right.

Q. Now, you were asked in direct examination to what you attributed the loss shown in that statement of approximately $210,000. Do you remember that? A. Yes, sir, I do.

Q. And do you remember your testimony that there had been a loss in sales of approximately $500,000? A. I don't recall that exact, but if those are what the numbers represent then that is correct.

Q. Would you like to have a copy of your testimony before you so that you might refresh your recollection?

Mr. Jacobs, I hand you, here, a copy of the stenographic transcript of your testimony taken on August (247) 22nd, namely, yesterday afternoon, and I call your particular attention to Pages 220 of the transcript. A. Yes, sir, Mr. Lambos.

Q. And at the bottom of that page you said that there was a loss in sales of approximately $500,000? A. Yes, sir.

Q. And you stated that, in effect, the months of February and March were disastrous. And that would be on Page 223. A. Yes, sir.

Q. And you further stated that the loss or disastrous

months of February and March were due to this stuffing and stripping rule. Your answer, in fact, was "I think definitely, yes, sir."

* * * * * *

(249) Q. Now, Mr. Jacobs, is it not a fact that the reason for the loss in 1973, fiscal 1973, is attributable to a very, very substantial drop in your cartage business in Puerto Rico? A. I would have to see the statement, Mr. Lambos, in order to fully answer that question.

Q. Is it your recollection before we get to the statement that your cartage business did have a substantial drop in revenue in fiscal 1973? A. It was not a drop in revenue, sir, as such. We gave up one particular account in, I believe, July of 1972 wherein in that month and obviously for months after that we were no longer handling that particular account.

Q. Would it be your recollection that your revenue for cartage decreased by over $200,000 in fiscal 1973? A. I could confirm that figure, sir, if I saw the statement. It is very difficult for me to remember.

Q. I now show you Petitioner's Exhibit 11 and call your particular attention to Exhibit B, especially that line which says "Revenue from Sales-Cartage." In 1973 the amount of $65,490.65. In 1972 cartage revenue of $328,076.49. A. Yes, sir. Those numbers are correct.

Q. And those numbers show a very substantial drop in revenue? A. Yes, sir. That is correct.

(250) Q. And those numbers contribute very greatly to the $500,000 loss of revenue that you were talking about yesterday, did they not, Mr. Jacobs? A. They do, sir, but there were other increases.

Q. Mr. Jacobs, you will remember the affidavit of Mr. Robinson which was Exhibit P-9? A. Yes, sir.

Q. Does not the exhibit show that in point of fact there was only an approximate $30,000 decrease in Consoli-

dated's revenue in March of 1973 as compared to March of 1972? A. Yes, sir.

Q. Now, do you have any figures as to what your loss of revenue was in February? A. I don't have them with me, sir, but they would be, I assume, simple enough to obtain for you.

Q. Is it your testimony that there would be very, very high losses in February of 1973? A. I can't quite understand, Mr. Lambos, what you mean by quite "high losses" in revenue. I would agree with you that there was a substantial drop in revenue without again categorizing what is substantial or what is high.

Q. Mr. Jacobs, yesterday you said you had a $500,000 loss in revenue and you attributed it to the February-March invocation of the rules and I'm trying to get (251) now how much of your $500,000 loss in revenue is attributable to those rules. For example, we know that March was only $30,000 and we know from your testimony that the rules really did not begin to go into full force and effect as far as Seatrain and TTT were concerned until the middle of March of 1973. Now I'm asking you, therefore, what was your best recollection of the loss of revenue attributable to the invocation of the rules in February of 1973? A. My best recollection would be, sir, that the loss of revenue in February of 1973 might have amounted in actual dollars one year to the next, if compared, to approximately another $30,000. But let me add here, Mr. Lambos—

* * * * * *

(253) Q. Mr. Jacobs, do you know whether or not less tonnage moved through the Port of New York between New York and Puerto Rico in the first six months of 1973 as compared with the first six months of 1972? A. No, sir, but I know what your business did and I know what business of our competitors did as to the total tonnage figures. No, sir.

Q. You have no knowledge? A. No, sir. I have not.

(253) Q. Mr. Jacobs, you also pointed out yesterday that 1971, fiscal 1971, was a loss year; do you remember that testimony? A. Yes, sir, I do.

Q. And do you remember attributing that to a two-month strike— A. Yes, sir, I do.

Q. —in 1971? Now, your fiscal year is from April 1, 1970 to March 31, 1971; is it not? A. Yes, sir. That is correct.

Q. Do you remember what months the ILA strike occurred in? (254) A. Yes, sir, I do.

Q. What were those months? A. The months of November and December and possibly part of October of 1971.

Q. Would not those months be not in that fiscal year ending 1971 in which you had a loss but in the fiscal year following, in which you had a profit? A. Yes, sir. That is correct.

Q. So that your testimony yesterday that the loss of the fiscal year 1971 was attributable to the ILA strike was not correct, was it? A. That is correct.

Q. And it is also, therefore, true, is it not, that there has not been a general increase in the operations Consolidated Express but that actually you have peaks and valleys and that in a year where there was no strike, such as fiscal 1971, you, nevertheless, suffered a very substantial loss of over $200,000? A. No, sir. I do not think that the loss was $200,000.

(255) Q. Excuse me. Do you remember approximately what the loss was? A. I, again, without the financial statement, sir, but my recollection is about $120,000.

Q. I will accept that. The record should indicate that the loss was $123,000.

Let me then amend my question. But you, nevertheless, suffered a substantial loss of $123,000 without an ILA strike; is that correct? A. That is correct. There were, of course, reasons for it.

Q. And the next year, where there was a strike beginning on or about October 1, 1971, and running to on or about November 2[illegible], 1971, despite that strike year you showed a profit in your operation? A. That is also correct, sir.

Q. Mr. Jacobs, can you tell us under what jurisdiction Consolidated has been incorporated? A. Do you mean in the State, Mr. Lambos?

Q. Yes. What State or Commonwealth? A. Commonwealth of Puerto Rico.

Q. Do you remember the approximate date of incorporation? A. Give or take a week, of April 1, 1965.

Q. Did you thereafter apply for a qualification to (256) do business in the State of New York? A. No, sir.

Q. Could you give us about the date when you actually commenced operations in New York? A. Approximately April 12th of 1965.

Q. Where did you start these operations? A. Do you mean the physical location?

Q. The physical location, Mr. Jacobs. A. 760 12th Avenue.

Q. Is that at approximately 54th Street? A. Yes, sir, it is.

Q. Now, was this a building that Consolidated used exclusively? Did Consolidated use this building exclusively for its own purposes when you first started? A. I must give you two types of answers, sir. The facility which Consolidated used within that building was partially used by us and partially used by United States Trucking. But the overall facility within that building was only part of the entire building. The entire building is a rather substantial building.

Q. And this was space in U. S. Trucking's facility that you employed? A. Partially, sir.

Q. Was U. S. Trucking your landlord at that time? A.

A sub-landlord. They, in turn, had leased the (257) space from yet another corporation.

Q. Do you have a copy of the lease agreement between Consolidated and U. S. Trucking? A. Yes, I do, sir.

Q. May I see it?

The Court: Do you have it? Is that what was marked in evidence, that you referred to? Is that the agreement?

The Witness: No, your Honor. I don't think the lease agreement came into evidence yesterday. But I know I have one on me, if I can be allowed to—

The Court: All right.

Q. Mr. Jacobs, so we don't waste time, why don't we get back to it after a recess period and look at it at that time?

The Court: Do you have it with you on the stand?

The Witness: No. I don't have it with me on the stand, sir.

The Court: All right.

Q. Beginning your operations in 1965, did Consolidated own any equipment in New York? A. No, sir. Other than office equipment, of course.

Q. It did not, however, own any equipment used for either cartage or for loading equipment, did it? (258) A. No, sir.

Q. However, it did have employees on the platform, I take it, at the beginning of its operations? Withdraw that.

You used certain people for the purpose of loading or stuffing and stripping containers, did you not? A. That is correct.

(259) Q. And would it be proper to call these men platform workers? A. Yes, fair application.

Q. And these platform workers were not the employees of Consolidated, were they? A. No, they were not.

Q. They were the direct employees of U. S. Trucking, is that correct? A. That is correct.

Q. Now, how many such employees did you have approximately when you started? A. On the platform I would say between 5 and 6.

Q. Now, was the function of these five or six employees to place packages belonging to several shippers in a container? A. Among other duties, yes.

Q. And among those functions was it their duties to take the packages out of the container? A. On the northbound cargo, yes.

Q. Now, how many of these workers employed by U. S. Trucking would be used on a single container when you first started? A. That would vary, sir. It was not a matter of necessarily setting up times of workers to work a particular container; it was rather more a haphazard (260) situation of a man receiving cargo as it was delivered to us in the morning, let us say, but not necessarily receiving cargo in the afternoon, he might be loading a container in the afternoon which would ultimately be delivered to the export pier. It wasn't as if, to clarify, sir, a particular man was a loader and a particular man was a receiver of freight.

Q. Now, was there on this platform a person who directed the activities of these five platform workers? A. Yes.

Q. And did not U. S. Freight assign such a—U. S. Trucking, I'm sorry, assign such a person for the purpose of supervising the platform work? A. No, sir.

Q. Now, weren't all of the employees on the platform actually the employees of U. S. Trucking, Mr. Jacobs? A. Yes, sir.

Q. And U. S. Jacobs—U. S. Trucking paid them, did they not? A. Yes, sir.

Q. And they controlled them and directed their activities. A. No, sir.

Q. Is it your testimony, Mr. Jacobs, that U. S. Trucking did not have a man on the platform who was (261) responsible for the work of the crew under him? A. I would like to clarify that point, Mr. Lambos, if you would allow me to.

Q. Go ahead, Mr. Jacobs. A. I stated to you previously in answer to a previous question that U. S. Trucking subleased space at 54th Street. There were a total of 25,000 square feet of space of which Consolidated Express used 10,000 square feet. The other 15,000 square feet was taken by United States Trucking and used as a storage warehouse during the day and very often trucks or tractors or trailers were parked there in the evening. There was a supervisor from United States Trucking at 54th Street, but the great majority of his time, certainly three-quarters of it, was not in any way devoted to Consolidated Express; it was, in fact, devoted to the additional 15,000 square feet adjacent to our facility and it was his function to take care of that 15,000 square feet.

Q. And it was his function, I take it, to supervise and direct this work crew to receive complaints from you, Mr. Jacobs, and to see that the work was being done to your satisfaction? Is that not correct? A. Partially, sir, but my complaints as a general rule, if there were complaints, hardly went to him.

Q. Now, whom would they go to? (262) A. Directly down to 66 Murray Street, U. S. Trucking's main office.

Q. So that any complaints that you may have had with respect to the conduct of the work crew who were direct employees of U. S. Trucking would go to U. S. Trucking's headquarters? A. Correct, sir.

Q. In the beginning, Mr. Jacobs, is it not a fact that you paid U. S. Trucking for the work performed by these people on a piecework basis? A. Can you define "piecework," Mr. Lambos?

Q. Mr. Jacobs, is it not a fact that you paid U. S. Trucking on a basis determined on how many cubic feet of containers were loaded or discharged by these workers? A. It's not properly stated, sir.

(263) Q. All right, Mr. Jacobs, will you help me out, please. Will you tell me how you paid U. S. Trucking for these employees? A. We paid United States Trucking a price per cubic foot and that price per cubic foot encompassed a number of items. It encompassed the receiving, the marking, the measuring, the loading and the delivery or pickup of a container from an import or export pier. It did not include any pickup and delivery work.

The price per cubic foot was simply for the platform work, the rental on that platform and the delivery or pickup of the empty or loaded trailers.

Q. Now, did that method of compensation of U. S. Trucking continue for many years? A. Yes, sir, it did with interim increases depending on the labor contract, but it was stopped—that is to say that method of payment was stopped, I would say, approximately seven months ago, sir.

Q. Now, what new method was used to substitute for the old cubic foot method, if I might call it that? A. We arranged with United States Trucking for a cost-plus basis.

Q. And what was that cost-plus basis? A. Cost plus twenty per cent.

Q. I take it that U. S. Trucking would then bill (264) you for their actual cost and just add a twenty per cent factor for overhead and profit on that? A. Well, it was the actual cost including fringe, the total fringe, of course,

within the teamster contract which was broken down rather completely and then twenty per cent for profit and overhead on top of that, sir.

* * * * * *

(265) Do you remember how many containers destined for southbound transit to Puerto Rico were handled by Consolidated Express in your first full year of operation? A. I'll take a stab at it, sir, at approximately 400 to 450 containers.

Q. And how many boxes were handled on a northbound basis in the same period? A. Possibly 150.

Q. So that there were a total, you would say, of 550, approximately, in that year? A. Again, subject to a variance of ten or fifteen per cent, sir, but within that area, let's say.

Q. And that year, 1966, was the first year in which your containers were stuffed and stripped on the (266) piers, is that not correct? A. No, sir.

Q. You had no stuffing and stripping in the year 1966? A. I can't—I cannot answer that question definitively, Mr. Lambos.

As I explained yesterday, I do have a doubt as to the date; it might have been '66 but I am not going to sit here and say that it was unquestionably 1966.

Q. If it was not in 1966, Mr. Jacobs, would you say it was in the period sometime 1966-1967? A. I believe it was my testimony of yesterday, sir. I recognize it's difficult but I simply cannot remember the year.

Q. When you load a container, Mr. Jacobs, I suppose you try to get as much cargo in one box as possible, do you not? A. Absolutely.

Q. Now, could you tell us what broken stowage is? A. We normally figure broken stowage in a 35-foot container —or, for that matter, really in any size container in that area of approximately fifteen per cent.

Q. So that means that if you could get cargo in a container which would occupy 85 per cent of the inside measurements of that box, that would be pretty acceptable (267) stowage, would it not? A. Yes, it would be acceptable to us, sir.

(268) Q. So that in the average type of situation you have a leeway of about fifteen percent, depending, of course, on the nature of the cargo? A. I don't understand the question, Mr. Lambos.

Q. I will withdraw the question.

Is it not a fact, Mr. Jacobs, that as far as stowing cargo in a container or removing cargo from a container the longer you work on this process the more proficient you become? Would that be a fair statement? A. Oh, I think that's true of anything, Mr. Lambos.

Q. Now, if a person or a group of people do the stowing and stripping of containers day after day it is only natural that they obtain a certain proficiency in that operation; is that not so? A. I would say, yes, sir.

Q. So that if longshoremen on a pier perform this work day after day, month after month, year after year, they ought to be pretty good at it, would you not say? A. I would certainly hope so, sir.

Q. Now, your men are normally given a leeway of about fifteen percent for broken stowage? A. Yes, sir.

Q. And I would take it that the longshoremen performing that work at the pier, if they could do it within fifteen percent they'd be doing as well as your men, would they not?

(269) Mr. Silberman: Excuse me, your Honor. I object to the word "it." I am not sure that I understand what "it" means.

The Court: Read the question, please.

(The pending question is read back.)

The Court: Do you understand the question in that form?

The Witness: If it refers to loading, and I assume that that's what it refers to, yes, sir.

The Court: All right.

Q. It does refer to it. Would you answer the question, please?

The Court: He has answered it.

Mr. Gleason: He said "Yes."

The Court: He said "Yes."

Q. Now, you will remember that on Monday you testified that it was a physical impossibility to put freight back in the same container without having an overflow. Do you remember that testimony, Mr. Jacobs? A. Yes, sir, I do.

Q. Now, in view of your present testimony that there is a broken stowage factor of approximately fifteen percent, would you now change your testimony from the word "impossible" to, perhaps, "difficult to do it"?

* * * * * *

(269) Mr. Schwartzbart: Objection, your Honor.

(270) The Court: Just a moment, please.

(Pause.)

The Court: All right, gentlemen.

Read that question, will you, please, Mr. Webster?

I'm sorry for these interruptions, gentlemen, but this is, in addition to this hearing, this is my duty week so these applications are coming on and I have to take care of them as they come.

Go ahead.

(The pending question is read back.)

The Court: Is there an objection?

Mr. Schwartzbart: Yes, your Honor.

The Court: What is the basis?

Mr. Schwartzbart: My objection—I believe, your Honor, that the record would show that the witness

testified that the difficulties involved in replacing all of the cargo within the original container obtained only with respect to full containers. And also as a secondary point, your Honor, I'm not exactly certain that I understood or that the record would reflect what the witness's testimony is with regard to the meaning of "broken stowage."

The Court: All right. Well, I'll overrule the objection but with this statement: The witness has impressed me as knowledgeable, experienced, articulate, and I will advise him as to this, that if he feels that any (271) question that he answers requires in addition to a yes or no an explanation he's free to give it.

The Witness: Thank you, sir.

The Court: Against that background can you answer the question?

The Witness: Yes, sir, I can.

The Court: All right.

(271) A. No, Mr. Lambos, I'm not prepared to change the statement of a fiscal impossibility and I will clarify the point for you. Given—

The Court: All right, go ahead, explain it.

A. Given the circumstances which you have laid out, I will accept that a longshoreman is easily as good as a teamster in the loading of cargo; I have no doubt about that. I am stating, sir, that to unload a container and to re-load back into that container, the physical contents in toto which came out of the first container, to do that would literally require dozens, if not hundreds, of man-hours, which nobody apparently has the time to do; plus, I would assume, two computers to figure out exactly where the cargo was placed initially.

Given that set of circumstances it may very well be a possibility, but it is so far out of the realm of probability that I stand on my original answer, sir.

Q. Mr. Jacobs, when a container is stripped, I take (272) it that in most situations to the extent that it can be done a hi-lo, that is, a mechanized fork-lift truck will pick up the cargo in lots and remove it from the box, is that not so? A. In lots?

(274) Q. Well, in—it will lift up a given quantity of cargo. A. It's conceivable to do it, it isn't necessarily the normal way to do it, no, sir.

Q. Now, if each time that that lot of cargo, being the amount removed from the fork lift, is carefully placed on the platform and then after the unloading process is completed it is taken in the same order and put back into the container, does it not seem perfectly feasible for you that all of the cargo would be placed back into the container? A. No, sir.

* * * * * *

(279) Q. Mr. Jacobs, you testified that there was no instance that any container of Consolidated was stuffed or stripped at the piers in the year 1972; is that correct? A. Yes, sir. That is correct.

Q. Yes, Mr. Jacobs, you were out of the city three weeks of every month, were you not? A. Yes, sir.

Q. Now, just as you searched your memory yesterday and came up with the stuffing and stripping occurrences of either 1966 or 1967, have you searched your memory for any incidents of stuffing and stripping in 1972? A. Yes, sir.

Q. Do you recall any such incidents? (280) A. No, sir.

Q. Now, have you in preparation for this testimony examined through the bills of lading and dock receipts of Consolidated? A. Perfunctorily.

(281) Q. Do you have those dock receipts and bills of lading here? A. Covering which period, sir?

Q. The year 1972. A. I can produce all of the bill of ladings, Mr. Lambos. Not the dock receipts.

Q. Would the bill of ladings show that seals had not been changed? A. The bill of ladings are signed by the Master without change.

Q. That is not my question, Mr. Jacobs. My question is if a seal were changed by a steamship carrier, would the bill of lading in your possession show that fact? A. No, sir.

Q. Would the dock receipts show that fact? A. No, sir.

Q. What documents would show changes in seal numbers? A. The trailer interchange report from San Juan, Puerto Rico.

Q. Have you reviewed all of the trailer interchange reports in San Juan, Puerto Rico, to determine whether or not there have been any seal number changes? A. Not all.

Q. How many did you look at, Mr. Jacobs? (282) A. Forty or fifty.

Q. Out of 1200, Mr. Jacobs? A. First, it was not 1200, Mr. Lambos. It was approximately 1,000 trailers. The reason I did not look at the balance of 900-odd TIRs was because they were not available to me at the time I perused the 40 or 50.

Q. Where were they, Mr. Jacobs? A. In San Juan, sir.

Q. Is it possible to get them up quickly? A. I would say so. Yes, sir.

Q. And these TIRs would show the seal changes, if any there were? A. Not in all cases. No, sir.

Q. They would not? A. No, sir.

Q. And why would they not show it in all cases? A. Because I have some TIRs that are absolutely blank.

Q. Is it your testimony, therefore, that there would be no complete record anywhere in Consolidated Express' records showing the same seal number at the end of the

voyage as was on the container at the beginning of the voyage? A. No. I didn't say that. I said that the TIR or some of the TIRs that I have seen are blank of seal numbers. That does not mean by any means all or even a majority. The (283) great majority do show seal numbers.

Q. You haven't looked at them to determine whether or not the TIR records show the same seal number except for the 40 or 50 you looked at up in New York? A. That is right.

Q. Is it not a fact, Mr. Jacobs, that the starting point here in determining whether or not a container has been opened at a pier or waterfront facility is the seal? In other words, if there is no seal change then obviously the container has not been opened? A. Yes. I accept that.

Q. And if there has been a seal change the container may have been opened? A. Mr. Lambos, please define what you mean by a seal change.

Q. Assume, if you will, Mr. Jacobs, that Seal No. 3016 of Consolidated is placed on the seal when it leaves Maspeth. A. I believe you said seal on top of seal, sir.

Q. I'm sorry. Assume that Seal No. 3016 is used to seal container—to seal a particular container at the Maspeth facility of Consolidated. Assume, further, that when that container arrives at the pier Seal No. 3016 is removed and a steamship company seal; namely, for example, 47828, is substituted. Would your records indicate that such (284) change had been made? A. First, Mr. Lambos, are you saying that Seal 3016 was physically removed from the container?

Q. That is correct. A. Then our records would not reflect a seal change until that trailer reached San Juan, Puerto Rico.

Q. But it would reflect that seal change in San Juan? A. Yes, sir. If everybody did their job properly, it would.

* * * * * *

(285) Q. Now, I started to ask you about stuffing and stripping in 1972 and I take it that your testimony is that (286) there was no stuffing and stripping in 1972? A. Yes, sir.

Q. That's only so far as you know; is that correct? A. Myself and everybody else in the firm.

Q. Now, you stated that there had been some stuffing and stripping in 1971 but only by Sea-Land; is that correct? A. Yes, sir.

Q. Is it not also your testimony that there had been no stuffing or stripping in 1970? A. Yes, sir.

Q. Is it also your testimony that there was no stuffing or stripping in 1969? A. Yes, sir.

Q. Would the same hold true for 1968? A. You are now going back a few years, Mr. Lambos. I would venture a statement that that is correct, that there was no stuffing or stripping in 1969.

Q. The question, I think, related to 1968. A. I'm sorry. Then 1968.

Q. Mr. Jacobs, you did testify yesterday that there was a 1968 incident relating to Sea-Land and the Teamsters? **A. Yes, sir.**

Q. Was it not also your testimony in another proceeding that there had been a few incidents of stuffing and (287) stripping containers in the year 1968? A. I'm not—let's say this: I don't really remember saying that, Mr. Lambos.

Q. Mr. Jacobs, I show you a document which is a deposition of Roy M. Jacobs taken on June 14, 1973, in Washington, D. C. I show you Page 154 of that document and show you a question which reads:

"Were any containers of Consolidated stuffed and stripped in 1968?

"Answer: I would assume there were a few."

Does that now refresh your recollection?

A. No, sir. That does not refresh my recollection.

Q. Do you remember making that statement? A. If it's in that transcript, I made it.

Q. Do you also remember correcting the deposition, sending a letter indicating changes? A. Yes, sir.

Q. You did not change that particular question and answer, did you, Mr. Jacobs? A. No, I don't believe I did, sir.

Q. But it is not now your present recollection that there had been stuffing and stripping in 1968? A. That is right, sir.

Q. Do you remember testifying in this proceeding that Sea-Train had no place to stuff and strip? (288) A. Yes, sir.

Q. Do you also remember testifying yesterday that in 1966 or 1967 for a period of some three weeks Seatrain did in fact strip? A. Yes, sir.

Q. So that obviously Seatrain did have a place to strip? A. No, sir.

Q. Have you ever been to the Edgewater facilities of Seatrain? A. Yes, sir.

Q. Do you remember in 1966-1967 what vessels of Seatrain used the Edgewater facility? A. To the best of my recollection, all vessels of Seatrain.

Q. Was there subsequently a move by Seatrain to Weehawken? A. I believe that's where Port Seatrain is located. Yes, sir.

(289) Q. Did you see certain stripping and stuffing facilties at Edgewater when you were there in 19—whenever you were there? A. No, sir.

* * * * * *

(292) Q. Mr. Jacobs, immediately prior to the recess I was asking you about when you first learned about the rules on containers, and I am now referring to those rules set forth in petitioner's Exhibit 1 which in the petition (293) it is alleged and admitted that the rules went into—were

adopted or agreed to on or about January 12th, 1969. And I show you petitioner's Exhibit 1. A. Mr. Lambos, in answer to your question, sir, that's the first time I've ever seen that document.

Q. Now, did there come a time in 1968 or in 1969 when you were advised that there had been certain container rules adopted by NYSA and ILA? A. Yes, sir. In or about the end of 1968. That would be correct, sir.

Q. And what information came to you at that time, Mr. Jacobs? A. Various phone calls, sir, from various people in steamship companies stating that there were some rules that were within the 1968 contract which had just recently been signed relative to containerization.

Q. Did they tell you that under those rules all containers containing LTL or Consolidated cargo would have to be stripped and stuffed at the pier facilities? A. Yes, they said that but they said more. The statements were clearly made to me that it was not a matter of concern to us or to anyone else in our type of business.

Q. Would you tell me who told you that it was not a matter of concern to you? A. As to the specific names, it would be difficult (294) but I could pretty well state, Mr. Lambos, at TTT Mr. Carr and Mr. Semac; certainly at Sea-Land Mr. Lyons and Mr. Bailey. I might not go so far as to say Mr. Toomey, I'm not really sure I had any discussions in 1968 with Mr. Toomey relative to the container rules; and at Sea-Land I would pass, I think, almost completely, sir, because in 1968 we were not shipping a great deal of cargo through Seatrain.

Q. Mr. Jacobs, is it your testimony that representatives of Sea-Land and of TTT told you that these rules would not apply to you? A. Well, let me answer your question in this way, sir. It was as if—and it is more than an impression, I would say it was almost stated, that there was a quasi contract in effect, that while there was a written

contract as to container rules which they did tell me that in effect there was also a quasi contract unwritten which would allow containers to go through unimpeded and, in fact, as far as I know they did, sir.

Q. Now, there was a quasi contract to permit containers to go through unimpeded. Did they tell you between what parties this agreement was made? A. No, sir, nor did I ask.

Q. Did you have any understanding as to who made such a commitment? (295) A. No, sir.

Q. Did you ask whether it was a commitment between the carriers and the ILA? A. No, sir.

Q. You evinced no interest in the fact that the plain provisions of a written agreement were being overridden by a so-called quasi contract?

Mr. Silverman: Objection, your Honor. That calls for a legal conclusion.

The Court: Overruled.

You can answer it.

The Witness: Would you repeat it, Mr. Lambos—

The Court: Read the question.

The Witness: I was listening to the objection.

The Court: Read the question.

(The pending question is read back.)

A. It wasn't that I evinced no interest, Mr. Lambos, that's overstating the issue; certainly I was most interested in anything which would obviously refer to Consolidated Express and to the future of my business.

So to that extent, yes, I was interested. But as to the determination in my mind as to asking further questions, Mr. Lambos, I've been in this port for twenty years and it's simply not a question which I would ask; it was simply an accepted fact that these containers would go through unimpeded and they did.

(296) Q. In other words, Mr. Jacobs, you were told that a deal had been made so that your containers could go through without stuffing or stripping?

Mr. Schwartzbart: Objection, your Honor.
The Court: I will sustain the objection.

Q. Mr. Jacobs, in effect, were you not receiving a special privilege from the carriers with whom you talked? A. No, Mr. Lambos. That is absolutely incorrect, sir.

Q. Mr. Jacobs, you testified that the various carriers did take steps to advise you of when stuffing and stripping were going to go on from time to time, did they not? A. Yes, they did, sir.

Q. And they would advise you, according to your testimony, that they would tell you when the heat would be off, in effect, and not to worry about it and this thing might go away? A. Yes, sir.

Q. Is that your testimony? A. Yes, sir.

Q. And you'd get various phone calls from representatives of Sea-Land, TTT and Seatrain, would you not? A. Oh, about many things, sir.

Q. Especially with respect to the rules on containers (297) and their enforcement? A. No. Only at those times, Mr. Lambos, when it might have come up which, as I have stated previously, were few and far between.

Q. Did you make any arrangements with anyone with respect to permitting your containers to go through? A. No, sir.

Q. Did anyone associated with Consolidated or any affilate of Consolidated or any company with whom Consolidated was doing business make any special arrangements with anyone?

Mr. Silberman: Your Honor, objection. That question is so vague that I can't possibly nor do I

believe the witness can possibly specify what he is supposed to direct his attention to.

The Court: He can answer to the extent of his own knowledge, obviously. That is all.

Mr. Silberman: He said "any special arrangements with anybody about anything."

The Court: Let him answer the question, if he can answer it. If he doesn't understand it, let him indicate it.

A. Mr. Lambos, I would only ask you, if you would, sir, to explain what you mean by the words "special arrangements."

(298) The Court: All right. Spell it out.

Q. Was any consideration given by anyone in Consolidated or on behalf of Consolidated for the purpose of escaping the application of the rules on containers? A. No, sir.

Q. Mr. Jacobs, I show you again the deposition of Roy M. Jacobs taken on June 14, 1973, in Washington, D. C.—

A. It was in New York.

Q. —and ask you whether you remember the following question being put to you—

The Court: At what page is that, sir, on your transcript?

Mr. Lambos: Page 153.

The Court: All right.

Q. "Question: Do you know of any payoffs that may have been made in the Port of New York by anyone connected with either Consolidated or any other company that you have any affiliation with that has some relationship to practices or collective bargaining provisions that

were in effect prior to 1968 that dealt with the rules on containers?'' A. Yes.

Q. "The Witness: The answer is yes.

"Question: Could you tell me whether it was—what the circumstances were? (299) Answer: No.

"Question: You cannot or you will not? Answer: I will not."

Do you remember that testimony? A. I do. May I reread the statement, sir?

Q. Certainly.

(Transcript handed to the witness.)

A. Yes, sir. Go ahead.

Q. I ask you if that was your testimony. A. Yes, sir, it was.

Q. Would you tell us, please, what this testimony referred to? A. It referred to certain sums of money which were being paid in the Port of New York.

(300) Q. By Consolidated? A. Not as related to collective bargaining provisions.

Q. Had nothing to do with the rules on containers? A. No, sir.

Q. It had nothing to do with permitting your containers to go through freely? A. No, sir.

Q. Did it have anything to do with a so-called quasi 'ract that you referred to earlier? A. No, sir.

* * * * * *

(308) Q. Mr. Jacobs, would you please tell us the circumstances surrounding the alleged payoffs?

The Court: To whom, when and for what?

A. First, I object to the word "payoff" because it was not as such and I will explain that, sir. Part of Consolidated Express's business—as a matter of fact, the greatest part of Consolidated Express's business is the service

which we offer to our customers. It is imperative in our business to move that cargo as quickly as we possibly can. Part of the movement of that cargo is involved with two items, at least, which occur on piers. One is the receipt of the trailer and, of course, the movement of the papers associated with the receipt of that trailer.

(309) And the second is the stowage on board a ship. And taking them in order, Mr. Lambos, if a container gets down to a pier and let's assume for the moment that it is 4:30 and the pier is approximately ready to close down. It is exceedingly important to us that that container be allowed on that pier.

(310) [illegible]t further is most important to us that the paperwork co[illegible]ing that container be handled expeditiously by the people on the pier. So that if there is a ship sailing that evening that container rides onboard that vessel.

The second part of my answer relates to the stowage onboard a cellularized ship; Sea-Land in this particular instance. Sea-Land will stack trailers seven high. That is, three over the top of the dock; four are under.

In Puerto Rico, on discharge, the more containers on the top of the vessel the quicker becomes the discharge and the quicker we move our cargo. That is imperative.

As a matter of fact, one of the most imperative items.

The so-called movement of funds—you categorized it as payoffs which basically were not payoffs, as such, were simply to assure that which I have just described.

Q. When were such payments made, Mr. Jacobs? A. My best recollection, Mr. Lambos, is starting in approximately 1962. Possibly, in 1961.

Q. How long did such payments continue? A. I would say up to approximately November of last year, (311) at a guess. Sometime last year, sir.

Q. There were no payments made in 1973? A. No, sir.

The Court: Why did they stop?

The Witness: On my instructions.

The Court: What was the basis for your giving the instructions?

The Witness: I was no longer here in New York, sir. I had since moved to Miami. It was just something that I just wanted to stop.

Q. I understand that you moved to Miami towards the latter part of 1972? A. No. I didn't say that. I said the payments stopped sometime in 1972. I said, again, "November," but, again, I said, "approximately."

Q. Mr. Jacobs, you moved to Miami in January of 1972? A. That is right, sir.

Q. So that ten months later or approximately ten months later the payments stopped? A. Mr. Lambos, I didn't say they didn't continue while I was in Miami, sir. I said, "I stopped them, sir."

The Court: I'm asking you why.

The Witness: Why did I stop them, sir? Well, I think the main reason they were stopped was relative to the (312) man who was actually, shall we say, the liaison between our firm and Sea-Land. When I say "liaison," I'm talking about a relationship that goes back ever since Sea-Land had started. There was a very distinct possibility and, of course, it did come to pass, as a matter of fact, that he was going to be leaving our firm and he did leave our firm, your Honor. He is retired, by the way.

Q. What is his name? A. Mr. Beer, B-e-e-r.

Q. What position did he hold with Consolidated? A. I would say general manager, Mr. Lambos.

Q. Would you state his full name, please? A. John W. Beer.

Q. And he left the employ of Consolidated, you say? A. Yes, sir.

Q. In or about November of 1972? A. My best recollection is, sir, the latter part of 1972.

Q. Would you please tell the Court to whom such payments were made, to your knowledge? A. To my knowledge, sir, they were made to the Pier Superintendent at Sea-Land and the Assistant Pier Superintendent at Sea-Land.

Q. Would you please give me the name of the (313) Pier Superintendent? A. Willie Burke.

Q. Would you give me the name of the Assistant Pier Superintendent? A. Al Luciano.

Q. Could you tell what the amounts of these payments were? A. $200 a month.

Q. Was $200 paid to each man? A. In toto.

Q. A total of $200 a month; is that correct, Mr. Jacobs? A. Correct, sir.

Q. The practice, you say, started in approximately what year? A. I say, again, Mr. Lambos, my memory is somewhat vague. It is some time back.

(314) The Court: Approximately when? Was it after Consolidated took over Valencia Baxt or while Valencia Baxt was still operating?

The Witness: While with Valencia Baxt.

The Court: So it goes back at least to 1965?

The Witness: I said earlier, your Honor. I think it might have gone back to 1962; in that area, sir.

The Court: How were these payments made? By cash or check?

The Witness: Cash.

The Court: How did you raise the cash?

The Witness: I'm sorry?

The Court: How did you raise the cash?

The Witness: By a check, sir. A check which was cashed.

The Court: What did you call it in your books?

The Witness: Travel or entertainment expense, sir.

The Court: All right.

By Mr. Lambos:

Q. Mr. Jacobs, I take it that this money was delivered to Mr. Beer; is that correct? A. Delivered by Mr. Beer, sir.

Q. It was given by you to Mr. Beer— A. Yes, sir.

(315) Q. —in the first instance? Now, Mr. Beer's instructions, I take it, were to take these $200 each and every month and see to it that Mr. Burke and Mr. Luciano received this money; is that correct? A. I doubt seriously that the instructions were given that way, Mr. Lambos, but that certainly was the import.

Q. Do you know of your own personal knowledge that Mr. Beer turned this money over to Mr. Luciano and Mr. Burke? A. I was never there, sir.

Q. So, all you know is that Mr. Beer told you that he was turning this money over to Mr. Luciano and Mr. Burke; is that correct? A. Yes, sir.

The Court: Where was this operation located?

The Witness: Which operation?

The Court: Where the payments were being made, if they were made.

The Witness: Elizabeth, sir.

The Court: All right.

Q. Mr. Jacobs, these payments were continued, however, during the entire period when the Rules on Containers

were in effect; namely, during the period from 1968-1969 down through 1972; is that not correct? A. Yes, sir, that is correct. But it had no bearing (316) on that period.

Q. But the fact is, Mr. Jacobs, that your containers, according to your testimony, moved with certain exceptions in 1968, in 1969, in 1970 and in 1971 and in 1972 without stripping and stuffing by a longshoreman; is that not your testimony? A. It's absolutely correct, sir. On all the piers of the City of New York.

Q. Not all the piers in the City of New York, Mr. Jacobs? A. I'm sorry, Mr. Lambos. The piers relating to the Puerto Rican trade.

Q. But here you had a sum of money which you claim had been paid by Consolidated to pier personnel; is that not right? A. I can't even answer whether Mr. Burke or Mr. Luciano are what you would consider pier personnel. I would say they are on the pier, yes, as a Pier Superintendent; that is true.

Q. You said that the Pier Superintendent— A. I said that, yes.

Q. —and the Assistant Superintendent— A. Yes, sir.

Q. —and, obviously, the money was paid for a favor to be received by Consolidated? Is that not right? (317) A. It's an overstatement but I'll accept it, Mr. Lambos.

By the Court:

Q. You say you required this or at least it expedited the handling of your goods? A. Unequivocally, sir.

Q. Did you do the same thing with the other two companies you were doing business with? A. No, sir.

Q. Why not? A. There is a reason for that, sir.

Q. That is what I want to give you an opportunity to tell us. What is it? A. The main reason with TTT and certainly with Seatrain—well, first of all, let's go back. TTT never opened up in business until late into the '60s,

sir. Seatrain approximately the same. As far as a fully containerized carrier to Puerto Rico. So, certainly, at the time it started, the only carrier that was in business, in effect, to Puerto Rico, was Sea-Land.

As to the Seatrain operation or—I'm sorry—As to the TTT operation, it is not a cellularized ship, sir. It does not require or, at any rate, they don't stack them seven high. It is a roll-on and roll-off vessel. The materials move off much more expeditiously than they do at (318) Sea-Land. There was never even a thought in my mind, sir, relating to TTT in any instance.

(319) And as to Seatrain, sir, to answer your question, as I have previously stated, the volume of cargo moved through Seatrain by us was so minimal over the years I doubt seriously if any given year it exceeded fifteen per cent of our total tonnage; possibly twenty per cent but I doubt if it even went that high.

Q. Mr. Jacobs, I show you a document—

Mr. Lambos: Mr. Caruso, do our exhibits go beyond Number 11?

Mr. Caruso: No, sir. They are up to 10 now.

Mr. Lambos: Your Honor, may I have the statement of Mr. Jacobs to the National Labor Relations Board marked for identification?

The Court: All right. As P-11.

Mr. Lambos: R-11.

The Clerk: Marked R-11 for identification.

(Statement marked Exhibit R-11 for identification.)

Q. I show you respondent's Exhibit R-11 for identification and ask you whether this is a statement or notes which you made and gave to the National Labor Relations Board in connection with this proceeding? A. Yes, sir.

Q. I call your attention, Mr. Jacobs, to a statement appearing on the bottom of Page 3 which relates (320) to the following quotes:

"On or about March 16th Mr. Cermak"—spelled here "C-e-r-m-a-k"—"of Seatrain was in Puerto Rico and did meet with Mr. Catinchi and assured Mr. Catinchi that under no conditions would Consolidated Express be stopped in the movement of its containers through Seatrain; that an arrangement had been clearly approved through Seatrain and other parties which would enable Consolidated Express to ship without delay. In fact, starting with the week of March 19 all Consolidated Express cargo with that exception moved through Seatrain for the period of approximately ten days until that outlet was completely closed to us."

Do you remember so stating? A. Yes, sir.

Q. Would you explain to us what arrangements were made by Seatrain with, quotes, other parties which would enable Consolidated Express to ship without delay? A. I have no idea, Mr. Lambos.

Q. That statement must have had some meaning to you, I take it? A. Which statement, sir?

Q. That an arrangement had been made. A. It certainly did. We moved our cargo.

Q. But you did not inquire into the nature of the arrangement, I take it? A. No, sir.

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(323) Q. Mr. Jacobs, it is your testimony that except for a few isolated situations your containers moved through Sea-Land without stripping and stuffing, is that correct? A. Yes, sir.

Q. And during the period that this occurred Consolidated was paying to an intermediary a sum that was to go to the pier superintendent and assistant superintendent of Seatrain. Is that so?

Mr. Silberman: Objection, it's not Seatrain, it's Sea-Land.

Mr. Lambos: Sea-Land, I'm sorry.

(324) The Court: All right. As rephrased the objection is overruled.

A. Yes, sir.

Q. And that money was paid in order to receive special treatment for your containers, is that not so? A. I said, as I said previously, sir, I think it's an overstatement.

Q. Is it your—

The Court: Certainly you were hoping to get something for $200 a month in cash over a period of many years, were you not?

The Witness: Yes, that is right, your Honor.

The Court: And what you were hoping to get was something less than routine handling, isn't that right?

The Witness: Yes, that is also right, sir.

The Court: All right.

Mr. Silberman: Your Honor, for an explanation, my objection went to his question—

The Court: I understand.

Mr. Silberman: —which referred to all three carriers.

The Court: I understand. All right.

By Mr. Lambos:

Q. Mr. Jacobs, until on or about August 1, 1973, Consolidated never was the direct employer of any of the (325) platform workers or truck drivers in its New York operation, is that correct? A. I'm not sure, sir, I understand what you mean by "direct employer." Did we pay them directly on our payroll?

Q. Well, they weren't your employees is what I meant.
A. No, they were not.
Q. They were U. S. Trucking's employees.

Mr. Silberman: Excuse me, at this time I'd like to object to a concept of labor law which the Court may not be familiar with.

There is a concept of joint employer. It is my understanding, although I don't think it's particularly relevant to this action, my analysis of the evidence would suggest that U. S. Trucking and CONEX were joint employers within the meaning of the board law.

So that when counsel asked whether you—the witness whether he employed the men who performed this work I would object on the grounds it calls for a legal conclusion on a relatively sophisticated question of law.

Again, I don't think it's relevant to the proceeding whether they are, in fact, employees of U. S. Trucking legally or employees of CONEX. But it does raise that issue and conceivably it might be of some importance before the Board proceedings.

(326) The Court: All right. Who paid their salary?

The Witness: United States Trucking, sir.

The Court: And they billed you a bulk bill, is that what they did?

The Witness: Yes, sir.

The Court: And who had the power to hire and fire the drivers?

The Witness: The drivers, sir, were under our direct control and supervision.

The Court: Could you fire them?

The Witness: We could get them replaced, sir.

The Court: How would you do that?

The Witness: By simply calling United States Trucking and telling them that we no longer wanted the driver.

The Court: You had that—the power to do that but you yourself could not hire or fire, could you?

The Witness: That is right, sir.

The Court: And with respect to all of the employee personnel problems they were all United States Trucking's, not yours?

The Witness: Platform personnel, sir, not office. Office was ours.

The Court: Yes, I understand.

All right, go ahead.

(327) By Mr. Lambos:

Q. Now, in order to obtain these employees you would have to call U. S. Trucking, would you not, Mr. Jacobs? A. Yes, that's right, sir.

Q. And you would hire as many platform workers as you might need? A. Also correct.

Q. You would do this by calling U. S. Trucking and saying to them, "Send me eight men" or "send me four more men," or instructions to that effect, is that not correct? A. Exactly, sir.

Q. So that you had never had a fixed labor force on your platform, did you? A. With the exception, of course, that we did have the same men relative to, let us say, oh, pick a number, Mr. Lambos, five, that would be constantly on the platform.

Q. And they would stay with you so long as they pleased you and they pleased U. S. Trucking; is that correct? A. Pretty much that, yes, sir.

Q. When you terminated your relationship with U. S. Trucking on or about August 1, 1973, were any of these

five regular employees still there? A. Not afterwards, sir.

Q. No, I'm asking about the end of the relationship, the day before you ended the relationship with U. S. Trucking (328) were these five regular employees there? A. Some of them were, yes, sir.

Q. And the day after you ended the relationship were they still there? A. No, sir.

Q. Did you fire them, Mr. Jacobs? A. No, sir.

Q. You merely told U. S. Trucking that you didn't want any of their people any more, isn't that correct? A. I wrote a letter to U. S. Trucking, sir.

Q. Now, what did you do thereafter? Did you go out and hire new employees? A. We went to the hiring hall of Local 807.

(328) Q. And when did you do that? A. There was, as I remember it, a meeting on the Thursday prior to the Monday when we became our own employer, when the men were going to be on our payroll. There was a meeting with Local 807 and I believe X number of men, sir, showed up on the following Monday. As a matter of fact, I know for a fact they did.

Q. Is it your testimony that all of the men that you hired after that termination of U. S. Trucking's relationship were hired from the 807 hiring hall? A. Yes, sir.

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(342) Q. Mr. Jacobs, had the ILA ever asked to represent your employees? A. No, sir.

Q. Has the ILA ever picketed you? A. No, sir.

Q. Have you had any contacts with the ILA with respect to the rules on containers? A. Not as it relates to Consolidated Express.

The Court: I think the Board concedes that there has been nothing in the nature of a demand, it being your position that no demand is necessary.

Mr. Schwartzbart: That is correct, your Honor.
The Court: All right.

Q. Mr. Jacobs, Valencia Baxt, I take it, is still in existence, is it not? A. There's some question about that but to the (343) best of my knowledge, sir, they still run a few trucks on the island of Puerto Rico.

Q. Now, was it the arrangement between you and the Valencias that you would run the marine business out of New York and they would run the cartage business in Puerto Rico? A. No, sir, that was not the arrangement.

Q. Was it your testimony that you took over the marine end of the Valencia Baxt business and they took over the trucking end in Puerto Rico of the Valencia Baxt business? A. I may have misunderstood your first question, Mr. Lambos.

The Court: Well, he said "cartage" instead of "trucking."
The Witness: Exactly. There is quite a difference between the two, sir.
The Court: All right. I think now in the form it's in that's consistent with your earlier testimony.
The Witness: Yes, it is.
The Court: All right.

(344) By Mr. Lambos:

Q. Did you continue to work for Valencia Baxt after the formation of Consolidated Express? A. No, sir.

Q. It may have been a typographical error in the transcript of your deposition, but your deposition does state that you were employed by Valencia Baxt in 1968. A. Oh, no.

Q. That was not corrected in your letter of corrections. A. I must have missed it, sir. It's an absolute error.

Q. That is an error?

Mr. Silberman: Your Honor, let me state that the witness was represented by other counsel in the FMC proceeding. I'm not responsible for the lack of correction.

The Court: All right.

Q. Now, did there come a time after you started Consolidated when you started your own trucking operation in Puerto Rico? A. Well, we always had our own trucks in Puerto Rico, sir, from the day we started in the business.

Q. Those were the two trucks referred to in that leasing agreement we saw yesterday? A. No. You asked me, Mr. Lambos, about in Puerto (345) Rico, did you not, sir?

Q. In Puerto Rico. A. No, sir, the two trucks were leased in New York. We owned our own equipment in Puerto Rico, sir.

Q. I see.

And do you operate some sixteen tractors, nineteen trucks and forklifts or approximately that amount in Puerto Rico at the present time? A. Not at the present time, sir.

Q. Did you a few months ago? A. I won't pass on the exact number, sir, but certainly close enough.

Q. Did you—was this business conducted in competition with the business of Valencia Baxt? A. No, sir.

Q. Could you tell us the nature of your trucking business in Puerto Rico? A. Well, certainly—oh, let's say seventy-five percent of that equipment was used in our own operation from the United States or to the United States, sir.

Q. Isn't it a fact, however, that you also conducted an over-the-road trucking operation in the Commonwealth of Puerto Rico? A. Yes, sir, we did.

Q. And is not that the business of Valencia Baxt? (346) A. No, sir, it is not any longer.

Q. Wasn't it at the time that you had the division between the Valencia Baxt and you and Mr. Catinchi? A. It certainly was, sir, at that time. But at that time we were not in the trucking business in Puerto Rico.

Q. When did you go into the trucking business in Puerto Rico? A. We're classifying it as that, Mr. Lambos, it's really not what I would call a very fair classification. I think we may bill in local trucking in Puerto Rico $12,000, maybe $14,000 a month. It is no great amount of money and it is done primarily at the behest and request of some of our customers who do have trailer load traffic and who do request Mr. Catinchi to move that trailer load traffic. Simply because they give us their LTL, as well.

(346) Q. Mr. Jacobs, is TTT the only carrier of the three that now supplies you with containers? A. Yes, sir.

Q. Was it your testimony that they do not give you containers with their logo or the letters "TTT" on it? A. Yes, sir.

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(349) The Court: All right.

Do you know of your own knowledge why they won't furnish logos? In other words, has there been a discussion with anybody as to this as to why?

The Witness: Yes, there was a discussion.

The Court: What was—first of all, with whom was the discussion?

The Witness: The discussion took place between myself and Mr. Catinchi with Mr. Holzer and Mr. Semac.

* * * * * *

(350) The Witness: The statement made, as I remember it by Mr. Holzer was "We will supply you, Consolidated Express, foreign equipment and we will

ship that equipment subject to certain delays for stuffing and stripping."

I did not ask, Mr. Lambos, Mr. Holzer at that (351) time why only foreign equipment or why no TTT equipment, et cetera. As long as I got equipment, Mr. Lambos, that's what I was interested in since I effectively had been totally stopped by Sea-Land and Seatrain.

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(354) Q. Mr. Jacobs, will you explain your operation in Maspeth, Long Island, as to how the freight is received and then loaded into the containers? A. Cargo comes into us in one of two ways, sir. The majority of it basically by over-the-road carrier from any point in the United States or picked up by our own P&D trucks, pickup and delivery trucks. The trucks are unloaded, our trucks, that is, normally at 5:00, 5:30 in the evening. The cargo is then marked and measured. Normally, it is put on four-wheel carts and then either loaded that night or the (355) following morning, as the case may be; it depends on, again, ship sailings, Mr. Gleason, and various other factors.

Q. Is it loaded directly into the container at the time it is received or is it put on the platform and remains there for a considerable number of hours? A. That depends, sir, on the size of the shipment. Obviously the larger the shipment the more likely it is going to be loaded directly into a container; the smaller the freight, the amount of marking that might have to be done to it, the cargo might generally stay on the platform for a few hours.

Q. Now, do you ever use pallets? A. Yes, we are palletized but not exclusively, by any means.

Q. They are used sometimes, though? A. Yes, sir.

Q. So that if I were to unload or strip a container that was—had palletized cargo I could do it very easily could I

not? A. No, sir, I think we're off a little bit. We use pallets on the platform. We do not palletize the merchandise in a container.

Q. At no time? A. Unless they are throw-away pallets on which the cargo is received. But that happens to us maybe a half of (356) one percent of the time. At no point do we ship pallets to Puerto Rico, if we can possibly avoid it; we lose too much cubic space within the container.

Q. You made some reference to header loads. Will you explain what a header load is? A. A header load is any shipment which might take up in excess of three cubic feet or might weigh, let's say, 10,000, 12,000 pounds, in that area. Certainly the cubic footage would be the more important factor as opposed to the weight.

Q. And in most cases that would be considered a very large lot? A. I wouldn't really call it a very large lot, I would say it's a good-size shipment.

Q. Substantial? A. Good-size shipment, yes.

Q. So if you had a header load on a container that would be placed in the front of the container? A. Yes, sir.

Q. And, therefore, that if you unloaded the—as you start out on the rear of the container that could be palletized at the doors of the container, could it not? The small packages as you call them, numerous packages? A. If I understand you, Mr. Gleason, you are stating that as the—when the container is being unloaded at (357) destination that we could, in fact, palletize the cargo as it comes out, is that correct?

Q. Right. A. That is correct.

Q. So that the longshoremen could do the same thing at the piers, could they not? A. Yes.

Q. And, therefore, then move the pallets out, move another pallet into the container and do the same thing? A. It's conceivable.

Q. And then at the same time take the header load out last, is that not correct? A. That would be the last thing out, of course.

Q. If they put the header load back in, first, and then follow taking the palletized cargo then we could load it back the same way that it was originally loaded, could we not? A. Mr. Gleason, as I answered previously, I don't deny the possibility, I say the probability is remote for innumerable reasons, relating to the number of pieces inside the container, the amount of space which we filled that container with. And to give you the analogy, sir, I would offer it to you only as it is with clothing within a suitcase, you can pack it once, it's rather difficult to pack it twice. It works exactly the same way, sir.

(358) Q. Well, how many times are the containers packed this way? The average container, is it packed this way? A. I don't understand what you mean by "this way."

Q. The average container that is loaded with cargo by your stuff, is it absolutely full to the door that you cannot get another piece in? A. Mr. Gleason, steamship men who have seen our operation have told us that you couldn't put a pin into those trailers, and we believe it.

(359) Q. That's your testimony, then, that any one of your containers that had to be stripped by longshoremen would not be then put back in the same condition? A. That was my contention previously, yes, sir.

Q. Now, Mr. Jacobs, did the ILA ever tell you not to bring your cargo down to the piers? A. To me, personally, no.

Q. Did they tell anybody that? A. You mean within my firm, sir?

Q. Yes. A. Not to the best of my knowledge, no, sir.

* * * * * *

(364) Q. Now, you stated that in 1973 you divided the

work equally among the three companies, I believe? A. No, I did not say that.

Q. I think on Page 95—

> The Court: What page, sir? 95?
>
> Mr. Gleason: 95 and I think Page 133, also.
>
> The Court: I don't see anything on 95 to that effect. Let's see.
>
> "We used each of the three carriers. They were not used a third, a third and a third. Close enough to that. I think Seatrain carried the least percentage of our cargo."

A. I would give you numbers, Mr. Gleason, of roughly 40, 40 and 20 or 45, 40 and 15. In there.

Q. Was that always the practice? A. Pretty much so. Seatrain has never had the very best service to Puerto Rico.

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(369) Q. Can you explain this broken stowage space to me and to the Court? A. Broken stowage is a factor worked out by container carriers many years ago relating to the bale capacity of a trailer as opposed to what physically can be put into a trailer. Filled with sand a Sea-Land trailer (370) will carry 2,888 cubic feet. Filled with freight you cannot get more than 1,840, 1,850 cubic feet into it and I don't care how well it is stacked. Effectively, the difference between is the broken stowage.

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> (372) The Witness: Just the opposite, sir; that they had never been stuffing and stripping but now, apparently, because of this meeting in Dublin stuffing and stripping was now going to be a so-called fact of life.

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Q. Isn't it a fact, Mr. Jacobs, that at the testimony given by Mr. McAvoy before the Federal Maritime Commission you were present and you heard Mr. McAvoy say it was the policy of Sea Land since 1959 to stuff and strip the containers of Consolidated? A. I did indeed hear that statement but the facts remain we were never stripped.

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(380) Q. Mr. Dickman, what is your present position? A. Presently I am the President of the New York Shipping Association.

Q. How long have you been President of the New York Shipping Association? A. Since 1971.

Q. Are you presently employed on a full-time basis by the New York Shipping Association? A. Yes. I am presently employed on a full-time basis by the New York Shipping Association.

Q. When did you become the full-time President of the New York Shipping Association? A. On June 1, 1972.

Q. Prior to becoming the full-time President of the New York Shipping Association what was your position, Mr. Dickman? A. I started out in the industry in 1939 on a part-time basis. After being discharged from the Marine Corps after World War II I was a longshoreman, a checker, assistant (381) superintendent, superintendent, general superintendent, operating manager, vice-president, president and chief executive officer and chairman of the board.

Q. What company were you president and chairman of the board of? A. That was Universal Terminal & Stevedoring Corporation, one of the largest companies in the world, stevedoring companies in the world.

Q. In what ports did Universal Stevedoring Company operate during the time that you were with it? A. We operated in the Ports of Boston, New York, Philadelphia, New Orleans and the West Coast Ports.

Q. During the xperience that you have had on the various piers and terminals of the Port of New York, could you give us a number of piers on which you may have been employed? A. In the Port of New York I worked on 137 different piers.

Q. Would you describe the Port of New York, Mr. Dickman? A. The Port of New York encompasses Edgewater, Weehawken, Hoboken, Jersey City, Bayonne, Port Newark, Port Elizabeth, Staten Island, Manhattan, Brooklyn, the East River, Greenpoint. I guess that about covers it all.

Q. Have you worked in various capacities on these (382) 137 piers throughout each of these sections of the Port? A. In every section of the Port.

Q. Mr. Dickman, would you please describe for the Court the work performed by longshoremen on the piers and waterfront facilities of the Port at the time that you came back from the service in 1946? A. On cargo that was to be loaded into a vessel, the cargo was brought down to the pier by truck. There it was discharged from the truck to either a platform or to pallets that were placed alongside the truck. Brought down to the pier, given a location, the port which the cargo was to be—its destination, the ship that it was going on and it stayed there until the arrival of the vessel.

(383) When the vessel came in the longshoremen took the cargo and stowed it on the vessel and loaded it into the ship. The same thing applied in reverse, when a ship was in for discharge. The cargo was discharged by the longshoreman, sorted, placed on the pier at a place of rest. When a truckman came down he presented a delivery order to the clerk. The cargo was then picked up again by the longshoremen, brought to the tailgate of the truck and loaded onto the truck for its final ultimate desination to the consignee.

Q. From the ship to the tailgate of the truck and from

the tailgate of the truck back to the ship who performed all of the work within that marine terminal? A. All of the work was performed by the ILA, by the longshoremen.

Q. Mr. Dickman, how would you define terminal work? A. Terminal work was the sorting of the cargo. Again, as I explained, placing cargo on pallets from a truck to a place of rest on the pier awaiting the arrival of the ship to pick up the cargo. Any work that was done on the terminal was performed by ILA labor. Sorting, the chucking, the coopering. That was considered the terminal work, plus the loading of the cargo onto the truck.

Q. Mr. Dickman, the longshoreman did the work (384) of putting cargo on pallets and taking cargo off pallets, did he not? A. That is correct.

Q. What work would that be? Could you describe it for us? A. Well, it depended on the nature of the cargo. If it was cartons of canned goods, for example, just to give an illustration, it was taken from the truck, placed on a pallet piled so high on the pallet to make a neat draft, in our terminology, and placed on the pier and then other drafts were similarly loaded and placed on one another for space on the pier.

Q. Mr. Dickman, during the course of the terminal work on a pier were certain devices such as boxes and other items that would contain cargo used in the terminal operation? A. Yes. This was done primarily for the protection of cargo that was either easily damagable or highly pilferable. It normally was placed in what we call a crib on the pier. It was either made of wood or wire. Stored in the crib until a certain amount was accumulated and then it was loaded into a box of some proportions. Normally, the box consisted of what has now become known as a DRAVO-sized box.

Q. Would you describe a DRAVO-sized box for us? (385) A. A DRAVO-sized box is eight-by-eight-by-eight. Eight feet high, eight feet wide and eight feet long.

Q. Who would perform the work of putting the cargo into and taking the cargo out of the DRAVO box? A. The terminal labor. The longshoreman on the pier.

Q. Mr. Dickman, what crafts work on the piers and terminals? A. There are many crafts. We have coopers and carpenters and longshoremen, checkers, clerks, timekeepers, laborers, mechanics, electricians. All part of the ILA. Maintenance men.

Q. What functions would the carpenters on the pier perform? A. Well, the carpenters in the early days would build these boxes that I was talking about before, to make the box ready to receive the valuable cargo.

Q. Would you describe for us how the work of building the box and loading the cargo might be performed in a particular situation? A. Well, it depended on the type of cargo. But, normally, in those days, we'd even build the boxes out of what is commonly known as dunnage. This is lumber that is used in the loading of the ship to separate the tiers and also distribute the weight. But it could be used in this (386) fashion or if it was more expensive-type cargo we'd go out and buy our lumber and bring it to the pier and the carpenters would build a more sturdier box.

Q. Mr. Dickman, did that work, which you just described as having been the work of the longshoreman when you returned from the service in 1946, continue for a number of years? A. It continues right up to the present time in most cases unless there is areas where boxes are used by lines, which is commonly known as containers.

Mr. Schwarzbart: I'm sorry. I couldn't hear the answer.

The Court: Read the last part of that, please.

(The reporter reads the previous answer.)

A. Steamship lines, Mr. Schwarzbart, is what I was referring to.

Mr. Schwarzbart: Yes.

(387) Q. Mr. Dickman, in 1946 what Puerto Rican carriers were active in the port? By Puerto Rican carriers, I mean carriers between New York and Puerto Rico? A. My recollection is Alcoa Steamship Company and Bull Line. I don't know of any others.

Q. Was there a Puerto Rican line in operation at that time? A. There was but I can't recall. It only was in existence for a short period of time.

Q. What type of operators were Alcoa and Bull Line? A. They were break bulk operators.

Q. Would you describe a break bulk operator? A. A break bulk operator is a steamship line that has no containers, that all their cargo is loaded piecemeal, so to speak, into the ship off of pallets, into the stowage of the ship or, in reverse, discharged from the ship.

Q. Were you involved in the working of a pier used by Alcoa Steamship Lines? A. Yes, I was. When I was superintendent of the old Jarka Corporation. There were times when I would be sent to Alcoa's piers, yes.

Q. Was the work performed at the Alcoa pier the same work that you described earlier as having been performed at other piers? (388) A. Absolutely. There was no difference.

Q. Did Alcoa use boxes known as CONEX boxes? A. They used CONEX boxes or DRAVO.

Q. Who loaded and discharged these CONEX boxes? A. The longshoremen on the pier.

Mr. Silberman: Objection, your Honor. I don't think counsel or the witness has identified what a CONEX box is.

A. CONEX box, Mr. Silberman, is the same type of box as a DRAVO, eight-by-eight. It just has a different name for it.

(388) The Court: What do you call that?
The Witness: CONEX. Just a terminology.
The Court: C-o-n-e-x?
The Witness: C-o-n-e-x.

* * * * * *

(389) Q. Mr. Dickman, have you been intimately concerned with the labor relations in the Port of New York from approximately 1958 to the present time? A. Since 1955, Mr. Lambos, I served on many committees in New York Shipping. I had been involved with labor relations and other committees in the New York Shipping Association.

Q. Have you followed the labor relations of New York Shipping and actually participated in labor relations at New York Shipping with the ILA from approximately 1955 to the present time? A. Yes, sir.

Q. Are you, therefore, acquainted with the various questions and problems between New York Shipping Association and ILA relating to the impact of innovation on containerization on job opportunities? A. Yes, sir.

Q. When did the issue first arise, Mr. Dickman, (390) to the best of your recollection? A. First arised officially or unofficially? Officially, my recollection is that in 1958 with U. S. Lines there was some problems on their pier on the North River where the ILA refused to work some six containers which I believe we had a labor relations meeting at that time.

Q. That was in 1958? A. I believe it was 1958.

Q. Are you familiar with the U. S. Lines' operation on the North River? A. Yes, sir.

Q. Prior to that arbitration did U. S. Lines' containers, 17—

Mr. Schwarzbart: Objection, your Honor. I don't believe there is any reference to arbitration in the record.

The Court: Lay the foundation for the question if it is important that you ask it in that form.

Q. Mr. Dickman, you were referring to an arbitration proceeding involving New York Shipping Association and United States Lines on the one hand and the ILA on the other. A. That is correct.

Q. When did that arbitration take place? A. In, I believe, November of 1958 or in 1958.

(391) Q. This is what you described as the first official occurrence involving containerization, to your recollection?

The Court: He answered yes by nodding his head.

The Witness: I'm sorry.

The Court: You got to speak up.

Q. I also asked you whether you were familiar with the operations of the United States Lines on the North River in Manhattan. A. I was very familiar with it. As a matter of fact, at that time we were doing United States Lines' work over in Staten Island and the people who were doing U. S. Lines' work on the North River were working very close with us. There was a very close relationship.

Eventually, we finally got together. So there was always an exchange of information between the companies. I was well aware of the problems.

Q. Did United States Lines prior to 1958 use containers in its operation? A. Yes, they did.

Q. And about what size were these containers? A. They were, I believe, twenty-footers. They could have been seventeen-and-a-half but I believe they were twenty-footers.

(392) Q. Now, could you tell us how these containers were stuffed and stripped? A. All the containers were always stuffed and stripped by the longshoremen on the pier.

Q. Mr. Dickman, you were in the industry, of course, in the 1959 negotiations with the ILA, were you not? A. I was.

Q. I show you Respondent's Exhibit 1 in evidence and call your continuing attention to Paragraph 8 of that agreement. A. Yes, sir.

Q. Mr. Dickman, was this the first written agreement between the New York Shipping Association and the ILA with respect to the containerization issue? A. It was.

Q. Do you remember the 1959 negotiation? A. I do.

Q. Were there—would you describe the nature of these negotiations? A. Well, the ILA's position, as it has been up to this point, has always been that the longshoremen had the right to stuff and strip containers and they were not going to allow any free excess of containers on the pier and, of course, it was NYSA's position that we had the right to innovate and move cargo as we saw fit.

(393) Q. Now, Mr. Dickman, was this agreement the beginning of several agreements that have followed from 1958 to the present time on containerization? A. Yes, it is.

Q. Has containerization been a basic and important issue in all these negotiations? A. In everyone of them.

Q. Has that issue been resolved up to the present moment? A. It still is not resolved. No, sir.

Q. Would you characterize it as the most basic issue

with the labor relations existing from 1958 to the present time? A. It has been.

Q. Mr. Dickman, there is a difference, is there not, between a break-bulk ship and a container ship? A. Yes, there is. A vast difference.

Q. Now, break-bulk ships have carried containers, have they not? A. They have.

Q. How does a break-bulk ship carry that container? A. Well, break-bulk ship normally loads the cargo or the container in the square of the hatch where there is room or even in the hold if there is room and sometimes on deck. It is usually loaded by mobile land crane or by (394) ship's gear, contrasting to the container cranes that you normally see at a container berth.

Q. What was the first fully containerized steamship carrier in the Port of New York? A. Sea-Land Terminal.

Q. What was the name of the predecessor company? A. Pan Atlantic Steamship.

Q. Could you tell us when Pan Atlantic Steamship Company commenced its operations in the Port of New York, approximately? A. I believe somewheres around 1954.

Q. Do you remember when they first became containerized? A. I believe somewheres in the latter part of '57.

Q. Was it about that time that they entered the Puerto Rican trade? A. That is correct.

Q. Mr. Dickman, following the 1959 negotiation did containerization year after year continue to be a pressing problem? A. Yes, it was always a pressing problem.

Q. Was there a series of wildcats, strikes, stoppages, grievances, and so on, in the period between 1959 and 1962 on the containerization issue? A. We hardly get finished with the 1959 agreements (395) then there were many, many work stoppages, many problems that arose. I believe right up until 1962.

Q. Did the issue revolve about any particular subject with respect to containerization? A. It was always the right of the longshoreman to stuff and strip the cargo on the pier.

Q. Were there any particular kinds of containers involved in that issue? A. Particular kinds of containers?

Q. Yes. Containers of single owners or— A. Oh, of course. The issue became the right of the longshoreman to load all LTL freight or Consolidated freight. That was the main issue.

(396) Q. Now, from 1959 to the present time what has been the position of the New York Shipping Association with respect to that? A. Well, in every negotiation we've always tried to have free freedom in the loading and discharging of the boxes. We haven't been successful up to this point.

Q. As a result of the 1959 agreement did the New York Shipping Association take a position with the ILA with respect to the rights of the ILA under that 1959 agreement? A. They have.

Q. What was that position? A. That the longshoremen do have the right to load and strip the cargo.

Q. What cargo? A. LTL cargo and Consolidated.

Mr. Lambos: May I have Exhibit No. 10, please?
(Exhibit handed to Mr. Lambos.)

Q. Now, as a result of many strikes and stoppages and meetings between NYSA and the ILA did there come a point where a document was given to the ILA by the Labor Policy Committee of the New York Shipping Association? A. Yes, there was. I believe after the 1959 negotiations and all the difficulties we were having I think you are referring to 1962, Mr. Lambos.

(397) Q. I am, Mr. Dickman. A. Yes. We gave a statement to the Longshoremen Labor Policy Committee recognizing their right to stuff and strip all LTL and Consolidated cargo.

Q. You said the longshore labor policy committee? A. I meant the Labor Policy Committee of the New York Shipping Association.

Q. What was the Labor Policy Committee of the New York Shipping Association in 1962? A. The Labor Policy Committee consisted of, I believe—we had twelve members, of which nine were officials from steamship lines and three were members from stevedoring firms. And they were the group that negotiated the contract with the union and directed the policy of the Association.

Q. I show you Respondent's Exhibit 10 in evidence and ask you if this is the document that was handed to the ILA in 1962? A. That is the document.

Mr. Schwarzbart: I object, your Honor. Not to the authenticity of the document, certainly, but I would point out that this document in no way conforms to the document that was described in the testimony of the witness. Specifically, the witness testified that the representation and form of this document that was given to the ILA by the New (398) York Shipping Association at that time provided that the ILA should have the right to stuff and strip LTL cargo on the piers. I would ask the witness to point out in that document, which is R-10, where this is contained.

The Witness: I think, Mr. Schwarzbart, all we were doing was reaffirming to the ILA what our position was after the 1959 negotiations.

The Court: All right. Just to get the record straightened out here, I will overrule the objection.

The document has been stipulated in evidence. The witness is free to comment on it because I am trying this case non-jury. For cross-examination purposes if you want to examine on it, Mr. Schwarzbart, you can.

Put your next question.

Mr. Silberman: Your Honor, I realize you've overruled it. Just so I preserve the objection. The witness was asked whether this document was an interpretation by the New York Shipping Association of the 1959 collective bargaining agreement. I don't see anything in the document which refers to the 1959 collective bargaining agreement nor anything on the document which purports to be an interpretation of the agreement. I object on those grounds.

The Court: All right. As I recall—the document is in evidence. Its meaning may ultimately be arguable, (399) but I'll permit you to cross-examine on it. The witness has given one interpretation. All right. The objection is overruled.

By Mr. Lambos:

Q. After the 1962 negotiations, Mr. Dickman, did you perform any special functions for the United States Government? A. Well, I was party to a survey that was directed by the United States Government in the Port of New York whereby certain people from the government, from the Labor Department, certain people from the ILA and certain people from NYSA, which I was the person who made it, yes, to review and discuss the problems in the Port of New York that resulted in the strike in 1962.

Q. Was this a study called the Study on Manpower Utilization in the Port of New York issued subsequently by

the Department of Labor in or about 1964? A. That is correct.

Q. And as a result of the work that you did on assignment from the New York Shipping Association with the Labor Department did you continue to familiarize yourself with various work practices and conditions throughout the Port of New York? A. Yes. As part of the study it was my job to go around and interview all of the carriers and the steamship (400) companies in the Port of New York just to find out how they were running their operations and what they were doing and to come up with a report on manpower utilization.

(401) Q. During the period from 1962 through 1966-1967 was containerization increasing in the Port of New York? A. It was increasing rapidly, that is correct.

Q. Now, could you tell us, possibly, how many tons of cargo were containerized in the Port of New York by 1966? A. How many—about approximately—1966? I believe there was somewhere in the neighborhood of eight million tons—no, no, no. Excuse me. I get confused between the weight tonnage and the assessable tonnage.

1966, about two million four.

Q. 2.4 million— A. Right.

Q. —weight tons had been containerized? A. Right.

Q. And about what portion of the total cargo would that have been that was moving through the Port of New York at that time? A. Roughly about one-fifth.

Q. At the present time how much of the cargo in the Port of New York is containerized, Mr. Dickman? A. About eight million weight tons.

Q. And how many weight tons were moved in the Port of New York in the calendar year 1972? A. Fourteen million eight and thirty-three thousand, (402) if my memory serves me right.

Q. Now, getting back to the period between 1962, you testified that the number of lines using containers con-

tinued to increase. Were you a member of the Labor Policy Committee of the New York Shipping Association in or about 1968? A. I was.

Q. Were you also a member of the Board of Directors of New York Shipping Association at that time? A. I was.

Q. Could you describe for us the crucial issues in the 1968 negotiations? A. The 1968 negotiations were the same. Again, the New York Shipping Association's position was that we wanted free movement of all containers throughout the Port and the ILA's position was that they wanted all containers stuffed and stripped by ILA in the Port of New York.

Q. Now, do you remember how long the negotiations lasted in 1968? A. The negotiations lasted from—well, started in July, I guess, prior to the strike and finally wound up in February of 1969.

Q. Was there a strike in the Port of New York— A. Yes, there was a strike.

Q. Did the strike begin on or about October 1, 1968? (403) A. That is correct.

Q. And did the President of the United States invoke the emergency provisions of the Taft-Hartley Act? A. He did.

Q. And was a report issued by the Board of Inquiry appointed under that Act? A. There was.

Q. I show you Respondent's Exhibit 2 in evidence and ask you if this is not the report that was issued by the Board of Inquiry? A. That's the report.

Q. Now, after that report was issued and an injunction caused a return to work did the negotiations continue? A. They did.

Q. Did the President of the United States appoint a mediator to mediate the disputes between the parties? A. Yes, he did.

Q. Do you remember who that mediator was? A. It was David Cole.

Q. And did he stay with the parties and render services to the parties during the entire period? A. He did.

Q. And did he conduct and monitor the negotiations? A. He did.

Q. As the result of such negotiations was agreement (404) finally reached on the rules of containers? A. It was.

Q. I show you Plaintiiff's Exhibit—Respondent's Exhibit 3 and ask you whether the agreement reached is not now covered on Pages 67 through 70 of Respondent's Exhibit 3 which is the General Cargo Agreement between the New York Shipping Association, Inc., and the International Longshoremen's Association, AFL-CIO, for the period October 1, 1968, to September 30, 1971? A. Yes, it is.

Q. Mr. Dickman,—

The Court: Let me see that, please.

Q. Mr. Dickman, did the ILA win all it wanted to in the negotiations of 1968? A. No, it didn't.

Q. Did NYSA win all it wanted? A. No, we didn't.

Q. And what was the end result, if you would summarize, of the agreement in the General Cargo Agreement effective October 1, 1968? A. Well, we felt that we had gotten from the—or won from the ILA the movement of approximately eighty percent of the containers that were handled in the Port of New York and in return we had to give up an increase in the annual guaranteed income program.

(405) Q. Now, you stated that the NYSA in order to obtain agreement from the ILA had to give up an increase in the guaranteed annual income program. What is the guaranteed annual income program? A. We guaran-

tee the qualified men in the port of New York 2,080 work hours a year.

Q. And when was it agreed that the guarantee would be 2,080 man hours? A. In 1968.

Q. Mr. Dickman, did the agreement of October 1, 1968, create an administering body? A. It did.

Q. What was that administering body called? A. It was called the NYSA-ILA Contract Board.

Q. And what were the functions of the NYSA-ILA Contract Board? A. To sit and hear complaints, discuss discrepancy that some people may have with the contract, but it was primarily dealing with the complaints on containers.

Q. Did the contract also provide for another body with respect to containerization? A. In 1968? It specified that we have people in the field, if that's what you're referring to—

Q. No, I'm referring to the provisions of Rule 3G. Would you refer to 3G, please.

(406) The Court: Here you are.

Mr. Lambos: I'll give it to him, your Honor.

I might hand this to his Honor.

The Court: Thank you.

The Witness: That's what I thought I was referring to, Mr. Lambos, when I said the Contract Board, the committee represented by NYSA-ILA Contract Board in 3G.

Q. Would you read out that provision. A. "A committee represented equally by management and union shall be formed and shall have the responsibility and power to hear and pass judgment on any violations of these rules. Any ability to agree shall be processed as a grievance under the applicable contract except as limited by 3H hereof."

The Court: Inability to agree?
The Witness: Inability, yes.
The Court: All right.

Q. Now, did the Contract Board serve as the Container Committee under that contract? A. It did.

Q. Would you tell us whether there were many meetings in the period '69, '70, '71 of the Container Committee? A. There were tons and tons of meetings, sometimes (407) as many as a couple a week and through the entire period.

Q. And was the function of the meetings to administer the provisions of the container rules? A. That is correct.

Q. As a result of these meetings were there findings and determinations made of violations under the contract? A. There were.

Q. Were there interpretations issued with respect to the rules on containers? A. Yes, there were.

Q. I show you respondent's Exhibit 4-A in evidence and ask you whether this was not a notice sent to all of the members of New York Shipping Association carriers and employers with respect to the rules on containers? A. Yes, it is Mr. Lambos.

Q. Could you summarize the purpose of that notification to the membership? A. Well, it is dated July the 16th, 1969, and we went back to work in February of '69 and as I just stated we had many, many meetings and many complaints by the union. And as a result of all of these complaints we directed Mr. Chopin to issue a report to the membership entitled "Memorandum of Settlement, Rule 3 on Rules on No Avoidance or Evasion."

(408) Q. And was the purpose of the document to bring to the attention of the membership the necessity for stuffing and stripping Consolidated containers? A. It was.

Q. Now, shortly thereafter was there a second document issued by Mr. Chopin? A. There was.

Q. Incidentally, who is Mr. Chopin? A. Mr. Chopin is the former chairman of the New York Shipping Association.

Q. And he was the paid executive head of the association at that time? A. That's correct.

(409) Q. I show you Respondent's Exhibit 4-B and ask you whether this is a document that was issued by New York Shipping Association, again, to all of its members. A. Yes, it is.

Q. And what was the purpose of this document? A. Again, to reiterate the agreement, and also the Container Committee created rules or brought to the membership the rules on containers and the reference was liquidated damages.

Q. Now, did it also determine or announce to the membership that a number of cases of violation had been determined by the Container Committee? A. It did.

Q. And would you read for me, please, what that determination was and why a determination was made?

The Court: Reading from what exhibit, sir?

Mr. Lambos: Reading from Exhibit 4-B, your Honor.

The Court: All right.

A. "The Committee determined that a violation of Rule 1 of the container clause existed as to each such container because:

"Each such container was owned by an employer member of NYSA and contained LTL or Consolidated Cargo;

"Each container came from or went to a consolidator (410) of outbound cargo or a distributor of inbound cargo who was not the beneficial owner of the cargo;

"Each container came from or went to a point within a fifty-mile circle from the center of the Port of New York.

"Accordingly, the NYSA-ILA Container Committee de-

termined that the above containers fell within Rule 3(e) which provides in part as follows."

Do you want me to read that?

Q. That's the liquidated damages? A. Correct.

Q. You need not read that.

And liquidated damages of $250— A. $250 at that time.

Q. Now, during the period of 1969-1970 where (*sic*) there a number of containers on which—of consolidated containers on which liquidated damages were imposed on the carriers involved? A. Yes, there were.

Q. How much was involved? A. I believe somewhere in the amount of $14,000.

Q. Involving some fifty, sixty— A. Fifty or sixty containers.

Q. Now, during this period, Mr. Dickman, did the ILA continue at all times to urge NYSA and its carriers to live up to the rules on containers? (411) A. Yes, they did.

Q. Were complaints filed by the ILA on a constant basis? A. Constantly.

Q. And when such complaints were filed by the ILA were meetings convened of the Container Committee? A. Meetings were convened by the Container Committee and cases were heard.

Q. And in cases where it was determined that the carrier had filed to stuff or strip a container what action was taken? A. He was found guilty of violating the Rules on Containers and was fined $250 for each violation.

Q. Now, did there come a point on or about November 17, 1969, where notice was given to the membership, the ILA had given notice that certain members of the Association were not living up to the Rules on Containers? A. Yes.

Q. As a result thereof was there another notice sent to the membership? A. Yes, there was.

Q. Now, I show you Respondent's Exhibit 4-C and ask

you whether that was the notice that was sent out at that time. A. Yes, sir, that was the notice.

(412) Q. Would you tell us the substance of that notice? A. Well, it said at a meeting of the NYSA-ILA Container Committee held the Committee found that there had been an increasing number of violations of the Rules on Containers by NYSA members in that containers from and to consolidators and distributors containing LTL or full consolidated loads were being permitted to pass over piers and terminals without stuffing or stripping with ILA labor as required by the NYSA-ILA Container Rules.

And then it went on to quote the clauses that they had to comply with.

And the last paragraph stated the Chairman was directed by the Labor Policy Committee to personally contact the top key executives of the companies involved in the foregoing memorandum.

(413) Q. Now, in the following year, Mr. Dickman, was there a continuance of complaints by the ILA with respect to the container clause? A. Yes, there was.

Q. I show you Exhibit 4-D, Mr. Dickman, and—before doing that, is there a provision in the collective bargaining agreement that permits the ILA to reopen on the question of jurisdiction? A. There is.

Q. And is that clause 3H of the contract? A. It is.

Q. And does that provide that if the purposes of the rules on containers intended to protect the traditional work jurisdiction of the ILA membership does not protect that work jurisdiction the ILA may give notice and reopen and renegotiate on the issue of containers? A. It does.

Mr. Silberman: Objection.

Your Honor, I believe counsel is questioning the witness as to the interpretation of a contract clause. I think that calls for a legal interpretation and I

would object to asking the witness that kind of question.

The Court: I'll overrule it. You can cross-examine on it.

Overruled.

(414) Q. Now, did there come a time when the ILA did invoke the provisions of 3H? A. Yes, in May of 1970 the ILA after a few days' work stoppage invoked 3H in the container rules—Rules on Containers.

Q. There was a work stoppage about that time? A. That's correct.

Q. Do you remember what the complaint to the ILA was at that time? A. Yes, it had to do with the steamship company sending out what was commonly known as concurrences, and concurrences meant that the consignee or a consolidator or a distributor could take a container and bring it to his place of business where the customs then would inspect the cargo.

And the ILA claimed that this was in violation of the rules on containers and was a work stoppage.

Q. Now, was that work stoppage resolved by an agreement? A. Yes, it was.

Q. And is that agreement a part of and attached to respondent's Exhibit 4-D in evidence? A. It is.

Q. And what was the substance of the agreement? A. The agreement was that all concurrences will be withdrawn and none will be issued in the future by (415) members of the New York Shipping Association.

And it also agreed to increase the fines for liquidated damages.

Q. And what was the increase, from what figure to what figure? A. From $250 to a thousand dollars per box.

Q. Now, thereafter, did the container committee continue to meet for the purpose of enforcing the rules on containers? A. They did.

Q. And was there on or about August 31, 1970, issued a determination for interpretation that was distributed to all the members? A. Yes, there was.

Q. I show you respondent's Exhibit 4-F and ask you whether or not that is that announcement to the membership? A. Yes.

Q. Now, Mr. Dickman, could you tell us how the labor relations and negotiations of collective bargaining agreements have been handled on the Atlantic and Gulf coasts prior to the year 1970? A. Yes. Each port negotiated on their own. New York was given authority, a limited amount of authority on five master contract items from the major ports in the (416) North Atlantic, but other than the five major points each port negotiated their own.

Q. Would it be accurate to say negotiations were first conducted in New York with respect to the major issues of wages, hours, term of agreement, contributions to welfare plans but not benefits thereof and contributions to pension plans but not the benefits thereof? A. That's the five major items.

Q. And, therefore, there would be local bargaining in the local ports on all other issues? A. That is correct.

Q. And would New York normally make the agreement with respect to the master contract issues which would then be followed by all other ports? A. Yes, it would.

Q. In the South Atlantic and in the Gulf? A. Correct.

Q. And did there come a time prior to the 1971 negotiations when the other ports called upon the Port of New York? A. Yes, they did somewhere. I think in the middle of 1970 the major ports in the North Atlantic, namely, Boston, New Providence, Philadelphia, Baltimore and Hampton Roads called on New York to see if an organization could be formed so that they could have a voice in dealing with the ILA (417) in the coming negotiations in 1971 and that organization was formed and is now known

as CONASA, or the Council of North Atlantic Ports Association (*sic*).

Q. Pardon me, Mr. Dickman, did you say Council of North Atlantic Port Association? A. Ports. Shipping associations, excuse me.

Q. And that is what is known as CONASA? A. CONASA, right.

Q. Mr. Dickman, do you hold any office in CONASA? A. Yes, I'm the president of CONASA.

Q. Does CONASA have a voting structure? A. Yes, they do. Each port, according to their size and the contributions, have a voting structure. New York having 40 per cent of the total, Boston 10, New Providence 5, and Philadelphia, Baltimore and Hampton Roads with 15.

Q. Now, did there come a time, Mr. Dickman, when CONASA entered into a recognition agreement with the International Longshoremen's Association? A. Yes, they did; it was in November of 1971.

Q. And in that agreement did they agree to negotiate with respect to the master contract issues? A. They agreed to negotiate with respect to the master contract issues plus two others which was containerization and lash.

(418) Q. What is lash? A. Lash is another form of new automated vessels. It's know as lighter aboard ship. It's a barge arrangement that the cargo is loaded into a barge and then picked up and carried on a so-called mother ship.

Q. After an agreement was entered into on these seven issues for negotiations, did negotiations commence between CONASA and the ILA? A. Yes, they did.

Q. When did the negotiations start, if you remember? A. It was on November 16th of 1971, in Miami Beach.

Q. And for how long a period of time did they continue? A. They continued almost constantly until, again, we had Taft-Hartley through the conclusion of the contract which was in February of 1972.

Q. Was there a strike during the 1971 negotiations? A. Yes, there was. There was a strike from October 1st until November 26th when the Taft-Hartley was invoked.

Q. What was the issue that caused the strike on October 1st? A. Containerization.

Q. Was guaranteed annual income also an issue at that time? A. It was, but it went hand in glove.

(419) Q. Was this the result of the complaint of the ILA that their man-hours and job opportunities and protection for the various fringe benefit funds were being affected? A. That is correct. The total number of men in the industry had declined at a rapid pace as well as the man-hours from 1958 until 1971.

Q. Was this caused by the containerization concept, Mr. Dickman? A. Yes, sir, it was.

Q. Do you have any estimate of what the man-hours in the Port were in 1958? A. Yes. In 1958 there was forty-three million man-hours with some 31,500 longshoremen.

Q. Do you have any idea what the man-hours of longshoremen involved were in 1972? A. In 1972 there were some 16,700 longshoremen and about twenty-two million seven hundred thousand man-hours. Of course, that was a strike year, so in the 1972-1973 year we would estimate that there is now around 13,700 longshoremen and approximately some twenty-four and a half million man-hours of work.

Q. Despite that large reduction in the work force, Mr. Dickman, has the guaranteed annual income cost in the Port of New York remained— A. Guaranteed annual income in the Port of New York (420) has increased substantially. I believe in 1971, 1972—1971 was around thirty-one million; 1972 should be or was around thirty-three million, and this year I estimate it will come up somewhere in the neighborhood of some thirty-eight million.

Q. Even though there are 13,750 longshoremen still active in the Port, Mr. Dickman, about how many of them

find employment on the piers on a given day? A. A good day is when we can employ 10,000 longshoremen.

Q. What would be an average day? A. An average day would be somewhere around 9,000, a little less.

Q. Is it a fact, then, Mr. Dickman, that there are approximately between three and four thousand longshoremen receiving guaranteed annual income payments in the Port of New York at the present time? A. That is correct.

Q. The effect of this has been the containerization revolution? A. Yes, it is.

Q. Mr. Dickman, could you give us an estimate of the difference in productivity between a break-bulk operation and a container operation? A. Well, the productivity for break-bulk is normally (421) about a half a ton per man-hour, and if you were to relate that to a gang, which I like to do, you would be talking in the neighborhood of break-bulk ten weight tons an hour, and in a container ship it runs around 300 tons per hour, so there's a 300 percent increase in productivity between break-bulk and the container ships.

Q. Now, during the same period of time that you were giving us, 1958 to 1971, has there been an increase in the tonnage handled in the Port of New York? A. Yes, there has. It went from approximately twelve million weight tons, if my memory serves me right—you're talking 1958 now?

Q. Yes, sir. A. To almost fifteen million, 14,800,000. That's without intercoastal, and intercoastal is another two million to the bottom and four and a half million to the top.

Q. So— A. So there's roughly nineteen million weight tons including foreign and the Puerto Rican and intercoastal.

Q. Now, Mr. Dickman, returning once again to the negotiations following the formulation of CONASA, was agreement eventually reached with respect to the issue of

containerization A. Yes, there was. Basically it was the 1968 agreement—

(422) Q. What do you mean when you say "basically it was the 1968 agreement"? A. Well, the Rules on Containers were the same and there were some additions in 1971. But pretty much the same.

(423) Q. Now, could you point out to the Court, if you will, whatever differences there may exist between respondent's Exhibit 3 in evidence and petitioner's Exhibit 1 in evidence? Respondent's Exhibit 3 being the 1968 agreement and petitioner's Exhibit 1 being the 1971 CONASA-ILA agreement. A. They are completely the same with the exception that in E, which now increases the fine to a thousand dollars that the carrier who does not pay liquidated damages within thirty days after exhausting his right to appeal the imposition of liquidated damages, the committee provided in 3-G below the ILA shall have the right to stop working until such time as it is paid.

Q. Was there another change made with respect to the formation of a CONASA-ILA container committee? A. Yes. The CONASA-ILA committee was broadened and it was—in other words, all ports were to do what the old contract board or the container committee was doing in New York except there'd be representation on each of the CONASA ports by both the ILA and CONASA.

Q. Was there a provision made for quarterly meetings of the CONASA-ILA committee? A. Yes, there was.

Q. And have such committee meetings been held from time to time? (424) A. There has.

Q. Are these committee meetings held as public meetings? A. They are. They're always held in the open for observers or anybody who cares to listen.

Q. And are representatives of various other ports, various other countries, representatives of governments, rep-

resentatives of labor, invited to attend as observers to these various meetings? A. They are.

Q. Mr. Dickman, following the 1971 agreement with the ILA on the rules of containers, weren't meetings held by not only CONASA but also New York Shipping Association Container Committee? A. Yes, there were.

Q. Now, if you remember the 1971 negotiations, did the contract provide for approval by any agencies of the United States before it became effective? A. Yes, it did, it provided for all agencies of the United States for their approval before the contract was ratified.

Q. And that was especially with respect to the price commission— A. That was price and cost of living council.

Q. When did the cost of living council eventually (425) approve the price increases necessary to put the contract into effect? A. I believe it was in the latter part of June of 1972.

Q. Now, even prior to the contract—

> Mr. Silberman: I object, your Honor. I believe the question was when did the cost of living council approve the price increase. I would suggest that your Honor perhaps knows the cost of living council didn't have the right of approval; it was the price commission. Perhaps counsel misstated the question.
>
> Mr. Lambos: No, Mr. Silberman, you probably do not remember that the industry made a special application to the cost of living council that issued a special exemption letter with respect to stevedoring and terminal operations. And while it is true that the price commission normally makes such approvals, in this case there was a special ruling issued by the cost of living council.
>
> Mr. Silberman: I withdraw the objection, your Honor.

The Court: All right.

Put your next question.

How much longer will you be on direct?

Mr. Lambos: I hope no more than ten, fifteen minutes.

(426) The Court: Well, I think what we'll do is break for a few minutes now. I plan to go to about four-thirty today. Let's break for a few minutes now.

(Recess.)

JAMES J. DICKMAN, having been previously sworn, resumes.

Direct Examination by Mr. Lambos (Continuing):

Q. Mr. Dickman, immediately prior to the recess we were talking about the meetings that were held by both CONASA and NYSA following the agreement that was reached in the 1971 negotiations.

NYSA has a container committee, does it not? A. That's correct.

Q. And that container committee is composed of representatives of both the NYSA and ILA? A. That is correct.

Q. And would you tell us who the members of the NYSA side of the contract board are? A. By names and—

Q. No, just by descriptive titles. A. Well, the presidents of the seven major stevedoring companies in the port and two of the steamship lines in the port at that time. There was a third one who didn't serve but one represented break-bulk and one represented containerization and one represented LASH.

(427) Q. In addition to that, there is the President of the New York Shipping Association? A. That is correct.

Q. On the one side who are the members of the ILA

side of the Contract Board and— A. The top union officials in New York of the ILA headed by Mr. Gleason and his Executive Vice-President and Vice-Presidents in the Port.

Q. Would you describe for the record who Mr. Gleason is and what position he may hold? A. Mr. Gleason is the President of the International Longshoremen's Association.

Q. And you testified that these meetings are held with great regularity and concern the administration of collective bargaining agreements including the Rules on Containers? A. That is correct.

Q. On or about May 11, 1972, did you receive a letter from Mr. Gleason? A. I did.

Q. I show you Respondent's Exhibit 4-G and ask you if that is a copy of the letter. A. It is.

Q. Would you read aloud the letter? A. Dated May 11, 1972. "Mr. James Dickman, Chair- (428) man, New York Shipping Association, 80 Broad Street, New York, N. Y.

"Dear Mr. Dickman:

"As Chairman of the Contract Board I have on many occasions discussed the continuous violations of the contioner provisions of our collective bargaining agreement that have been in effect since 1969. These violations have now grown to where there is a complete abrogation and disregard of our contract with respect to the loading and stripping provisions.

"As I have stated in the past, it would take the FBI, CIA and every other agency to investigate and stop these violations. If the employers were acting in good faith they themselves could stop the violations overnight.

"I therefore serve notice on you that unless all violations are stopped immediately I shall have no other alternative but to give notice under Clause 3-H of the Rules on Containers.

"I would like a reply as to the immediate action you and the Association will take to effectively stop all violations of our agreement. I am looking forward to your answer by Monday morning, May 15th.

"Sincerely, Thomas W. Gleason."

Mr. Schwartzbart: Could we have the date on that and number, please?

(429) The Witness: May 11th was the date of the letter.

Mr. Silberman: What year?

The Witness: 1972.

Mr. Lambos: It is attached to Respondent's Exhibit 4-G.

Q. Now, after receipt of that letter did you send out a notification to all of the members of New York Shipping Association? A. I sent it out the same day, immediately.

"Notice to Steamship Carriers and Direct Employers. Attached please find letter of May 11, 1972, from Thomas W. Gleason, President of the International Longshoremen's Association, charging continuous violations of the container rules. Mr. Gleason has given notice that 'unless all violations are stopped immediately I shall have no other alternative but to give notice under Clause 3-H of the Rules on Containers.'

"All carriers and direct employers are hereby given notice that the Rules on Containers must be strictly observed.

"The ILA is particularly disturbed by the increased use of consolidators and truckers to perform work which is clearly within the jurisdiction of the ILA under the contracts.

(430) "NYSA intends to make spot audits and inspections commencing immediately. Any and all violations will be reported to the NYSA-ILA Container Committee for

the imposition of a thousand dollar per container liquidated damages.

"THE IMMEDIATE ATTENTION OF ALL CARRIERS AND DIRECT EMPLOYERS TO THIS URGENT AND IMPORTANT NOTICE IS REQUESTED."

Signed, "James J. Dickman, President; Alex T. Chopin, Chairman, New York Shipping Association."

Q. After this letter, Mr. Dickman, did you assign members of your staff to make such spot audits? A. I did.

(431) Q. And how many people did you assign to that function? A. Oh, there was as few as three and as many as six.

Q. And what functions were performed by these persons? A. They went around to the various places where these violations were alleged happening to check to see if they were and to report back to me and to my staff so that we could look into them.

Q. As a result of their work were there certain charges brought against various carriers in the port? A. Yes, there were.

Q. And what happened to these charges? A. They were brought before the joint NYSA-ILA Contract Board for determination as to the validity of the claim.

Q. And were they given the opportunity to present such evidence as they might— A. Yes, they were.

Q. —desire to present?

And after the evidence was presented were determinations made as to whether or not there were violations of the contract? A. Yes, there were.

(432) Q. In certain cases were there violations of the contract? A. Yes.

Q. And in other cases was it found there were not? A. Yes, that there were not, that's correct.

Q. Now, sometime in October, 1972, did the ILA take the position that despite the renewed efforts of NYSA there was still violations going on in the port area? A.

Yes, they did. They, again, reiterated their position of May and said that we weren't accomplishing anything and that something more drastic had to be done. And they suggested to us that we better get the carriers involved in to have a talk.

Q. Now, as a result of this ILA demand was there a joint letter issued by you and Mr. Gleason on or about October 31, 1972, to all steamship carriers and employers? A. Yes, there was.

Q. Is this respondent's Exhibit R-7, that document? A. It is.

Q. Would you tell us what it provided? A. Well, it said that at a meeting held by the NYSA-ILA Contract Board on October the 27th we again repeated what the ILA's position was and it said the ILA's position was, one, it appears that the industry was unable (433) to police itself and to live up to the contractual rules on containers;

2. That certain carriers were taking undue advantage by opening or operating consolidation stations away from the piers;

3. Container documents were not being clearly marked as required by the rules on containers as to whether or not they were rule 1 containers (i.e., to be stuffed or stripped by ILA labor).

The ILA representatives stated that continuance of rules of such practices would require the ILA to reopen the rules on containers as it has a right to do under Clause 3H. On such reopening no such containers would be moved by ILA labor unless they were first stuffed or stripped by ILA labor.

The ILA took the further position that it would not permit discriminatory application of the rules. To do so would threaten the continued validity of such rules and the jurisdiction of the ILA.

The employer members of the NYSA-ILA Contract Board were unanimous in agreement with the ILA that the

rules on containers must be lived up to as agreed to written and interpreted.

The attention of the membership is therefore called to the NYSA reports which I have just read or talked (434) about relating to the past practices.

The ILA has warned that no further notice will be given to the industry. The cooperation of all concerned is respectfully requested in order to avoid the invocation of Rule 3H.

It's signed by myself and Mr. Gleason as co-chairman of the NYSA-ILA Contract Board.

(435) Q. Now, following that letter was it determined that there should be a meeting between the members of the employers' side of the Contract Board, the union side of the Contract Board, to which would be invited the various major container carriers operating in the Port of New York? A. Yes, there was.

Q. And was such a meeting held A. It was.

Q. I show you Respondent's Exhibit R-8 and ask you whether or not this is not a minute that was kept of a meeting held at the Whitehall Club on November 20, 1972? A. Yes, it is.

Q. Could you tell us who was present at that meeting, what steamship carriers were represented? A. Well, in addition to the regular NYSA-ILA Contract Board, Mr. Larry—Lawrence Buser, President of American Export Lines; Mr. McAvoy, Chairman of Sea-Land was also a member; Peter Sandlund, Executive Vice-President of Dart Container Line; A. T. Aberson, Executive Vice-President of Atlantic Container Line; E. Oelsner of Hapag Lloyd; A. T. DeSmedt, who was then President of Prudential-Grace Lines; Carl Swenson, Executive Vice-President of Farrell Lines; F. X. McQuade, President of I.T.O.; (436) Mr. Richard Carter, President of TTT; Mr. E. Heine, President of United States Lines; Mr. John Morano, Vice-

President of Prudential-Grace Lines; Howard Pack, President of Seatrain.

Q. Could you tell us what took place at that meeting, Mr. Dickman? A. Yes. There was a long discussion, sometimes heated, between Mr. Gleason, myself and the carriers, and the problems of what the ILA contended was still one of their major complaints regarding the 1971 contract. Mr. Gleason stated that the cooperation of all the steamship companies was necessary if we were going to continue and that he had lived up to his end of the contract and that he expected our side to do the same.

The carriers stated that they were not wilfully or knowing (*sic*) sending the containers away from the pier and that they'd have to tighten up their control if this was a fact and Mr. Gleason stated nevertheless in Miami at the Sheraton he took the position that some of the employers were breaking the rules, et cetera.

(437) We had a caucus and after an hour and twenty minutes finally a proposal was developed with five points presented to the ILA.

Mr. Silberman: Excuse me, your Honor.

The Court: Yes.

Mr. Silberman: I understood the witness to say besides the members of the Contract Board the following individuals were present and then he named off people from the carriers but I don't see on the list, and it is just a question I have so I can understand what the witness was referring to, who were the members of the Contract Board?

The Witness: The present members of the Contract Board, for the ILA, Mr. Gleason was there, John Bowers, Fred Field, Anthony Scotto, Vincent Colucci, William Murphy, Walter Sullivan, Lester Gardner and T. W. Gleason, Esq., as counsel. They are the ILA's side of the Contract Board.

Mr. Silberman: But the employers' side?

The Witness: The employers' side. I was there, Mr. McAvoy was there and I guess that is all we had. Mr. McQuade was there, who was also co-chairman of the Container Committee and that is all we asked to be present at that particular meeting from our side.

By Mr. Lambos:

Q. Mr. Dickman, would you continue with your (438) statement as to what took place at the meeting. A. I said that there was a caucus for approximately one hour and twenty minutes and finally a proposal was developed with five points as follows:

Any facilities not operated in complete accord with the contract will be closed down.

2. A committee will develop uniform documentation to be required by all carriers in order to identify all Rule 1 containers.

3. All carriers present which hear information on claim violations and all agreed to cooperate in ending such violations which were brought to their attention.

4. Uniform interpretation on the Rules on Containers would be issued at the earliest possible moment.

5. The union would cooperate in not supplying labor to any facilities which were operated in violation of the Rules on Containers.

At that point—after these five points developed, the ILA returned. They took the position that the first point would only apply to two facilities and that they would be closed down, and so forth.

They further pointed out that the 19th Street facility had been in operation for more than ten years and was a minor facility. They stated that the (439) carriers would have to agree not to dispatch—to dispatch their contain-

ers to any facilities not operated in complete accord with the contract.

Thereupon, the first point was amended to read as follows:

Carriers will not dispatch containers to any facilities not operated in complete accord with the contract and the carriers will agree not to give any of their containers to Consolidated.

There was again a discussion with respect to the inability of carriers to control the places that the containers go over the delivery to the additional owner.

However, it was pointed out that any containers that came back from a consolidated would be stripped by ILA labor.

The whole matter was delegated to co-counsel to work out the necessary agreement and language.

Q. After this meeting was there an agreement drafted? A. Yes, there was.

Q. Was that agreement or draft of agreement distributed to the various parties that were present at this meeting of November 20th? A. It was.

(440) Q. I show you Respondent's Exhibit 9 and ask you whether that is not a copy of your letter forwarding the draft to the various carriers? A. It is.

Q. As a result of that letter did you receive any comments? A. There were a few minor comments but, basically, all the carriers agreed to what the attorneys had drafted on the enforcement rules on containers.

Q. Mr. Dickman, was there a meeting of the CONASA-ILA called for the period January 25th to January 29th of 1973? A. Yes, there was.

Q. Where was that meeting held? A. It was held in Dublin, Ireland.

Q. In addition to CONASA and ILA representatives, who else was invited to be present and who else was in fact present? A. Members of the ITF, International Trade

Federation, members of steamship carriers from Ireland, England, Scandinavia, France, Italy and all of Northern Europe and several governmental officials.

Q. Now, were the meetings held at the Hotel Burlington in Dublin? They were.

(441) Q. Were they—Would you tell us who was present at the meetings? All of these people that you mentioned were physically present at the meetings? A. They were physically present there.

Q. Were these meetings meetings at which there was a special section for observers and a special section for the CONASA-ILA representatives? A. That is correct. Although the CONASA representatives from management side. The ILA had invited the South Atlantic, the Gulf and the West Gulf and they had a separate section. The foreign invitees had a special section and management had a special section at which it was an open meeting.

Q. Now, was it at that meeting, Mr. Dickman, and at an open meeting with all of the representatives present that the Interpretative Bulletin No. 1, specifically Interpretation 1.6, Enforcement, Rules on Containers, was discussed and adopted? A. That is correct.

Q. That is as set forth in Petitioner's Exhibit P-2? A. Yes. That's the document.

Q. After the return from Dublin, Mr. Dickman, did the NYSA-ILA Contract Board and the various Container Committees in all of the various ports make renewed efforts (442) to enforce the Rules on Containers? A. Yes, they did.

Q. Were auditors, investigators sent out to the various pier facilities and docks and other areas to make sure that the rules were applied as they were written? A. Yes, they were. And there were hundreds of alleged violations that came in to the Contract Board during this period of time.

Q. Did the Contract Board have numerous meetings? A. Yes, they were quite numerous.

Q. Were there numerous hearings? A. Yes. Many, many hearings.

Q. Were many carriers asked to justify the claim that certain of their containers were in violation of the Rules? A. I would say that practically every container carrier in the Port of New York was asked at one time or another to reply to a violation or an alleged violation.

Q. As a result of the action of the Container Committee were liquidated damages assessed against many carriers? A. Yes. Liquidated damages to the extent of some $300,000 were assessed against the various companies.

(443) Examination by the Court:

Q. Do you have any kind of an itemization of that? A. Yes.

Q. Do you have it with you? A. I don't but I think my people do.

Q. These three companies involved here, Sea-Land, Seatrain and TTT, do you recall, offhand, the amount for those three? A. Yes. I have a pretty good idea.

Q. What were there? A. I believe in the case of Sea-Land, the first time $63,000 and I think they came back again with another 39,000. So it was $102,000 for Sea-Land.

I believe there was some 80,000 against Seatrain. And, I don't know, some 14,000 or so, 20,000 against three Ts. Somewhere in there.

The Court: All right.

By Mr. Lambos:

Q. Incidentally, Mr. Dickman, have the fringe benefit funds been having difficulty of late? A. Yes. Mr. Lambos, they have.

Q. Would you describe the nature of that difficulty? A. Well, two things have happened. Number one, (444) the anticipated manhours have gone down in the port and the guaranteed annual income has gone up even though there has been an increase in tonnage. This is a fact.

And as I pointed out before, it has jumped up some 4 or $5 million in the first year and some $8 million in the second year. It is highly over what we had anticipated when we had negotiated the contract, the cash flow to the funds, because we tried to keep the Port of New York on a competitive basis and to try to keep the costs down.

We had reduced the assessment cost or the assessment per ton at the outset of the 1971 settlement from $3.23 a ton to $1.23 a ton.

Q. Excuse me, Mr. Dickman. One dollar— A. $1.50 per ton. And this lasted approximately a year and it had to be increased by 80 cents. But again because of the lack of manhours, the increase in containerization. The indebtedness to the ILA at the present moment by the end of this contract year which expires September 30th should be in the neighborhood of some $21 million.

The carriers are not paying or not all of them are paying. And as a result the cash flow is hurting and we are concerned that the funds are not being met at the present assessment.

(445) Q. What is the amount of money that is owed by Seatrain? A. Seatrain owes $2,500,000 in past money and they are paying current. But there is $2,500,000 owed to the funds by Seatrain.

Q. Have they agreed to pay that payoff, that back assessment, over a period of time?

Mr. Silberman: Your Honor—

The Court: Let me hear the question.

(Question read.)

The Court: Strike the question because these two words "pay off" crop in. It may not be a subject and verb but rather a noun, a hyphenated noun.

Mr. Lambos: I'll strike the question.

The Court: Rephrase the question, if you are interested in it, and then I'll hear the objection to the question as rephrased.

By Mr. Lambos:

Q. Has Seatrain lines agreed to pay off the amount owing in installments over a period of time?

The Court: Now is there an objection to this?

Mr. Silberman: Yes, your Honor. It seems to me this is irrelevant to the proceeding.

The Court: What is the purpose of this, (446) Mr. Lambos?

Mr. Lambos: Your Honor, it shows—if the effect of the containerization problem on the industry—the fact that the ILA Fringe Benefit Fund; namely, pension, welfare, GAI and others are in a precarious state—

The Court: We have gone this far. I'll overrule the objection. Yes or no?

The Witness: Yes, they have.

By Mr. Lambos:

Q. Does TTT owe an amount of money? A. Yes, they do.

Q. And what is that amount of money? A. $1,600,000.

Q. Mr. Dickman, yesterday— A. Mr. Lambos, before you ask me, again, I must say that the same thing applies to three Ts and they have made some payments and that has been reduced to, I believe $1,400,000.

The Court: All right.

Q. Mr. Dickman, are you familiar with the Global facilities at Port Jersey? A. Yes, sir, I am.

Q. Could you describe the Global facilities at Port Jersey? A. Global is a large container facility known (447) as Port Jersey. It is a container compound somewhat similar to the Sea-Land operation in Port Elizabeth or any other container operation in the port.

Q. Is it a facility at which there are many steamship carriers? A. Yes. I believe that they have some seven carriers that use that facility or more.

Q. Are the only containers that are worked there containers that are stuffed and stripped there, containers of the carriers involved? A. That is correct.

Q. And is that stuffing and stripping performed as a normal part of the longshore function? A. Yes. It is normal.

Mr. Lambos: I have no more questions of Mr. Dickman.

The Court: All right. We will recess at this time. I'll see you, gentlemen, at 10:30 tomorrow morning.

Mr. Lambos: Yes, sir.

The Court: Thank you.

(Whereupon, court adjourns to reconvene on Friday, August 24, at 10:30 a.m.)

* * * * * *

CONEX Transcript, Volume IV, dated August 24, 1973.

(463) Q. Mr. Dickman, during the recess did I request you to obtain the amount of liquidated damages imposed by NYSA-ILA Container Committee on various carriers? A. Yes, you did.

Q. Do you have an itemization of— A. I do.

Q. —of that? Could you give us the total amount imposed? A. The total is $334,000.

Q. Would you give us a breakdown, company by company, of the amounts so far collected? A. American Export Lines, $34,000; Argentina Lines, $1,000; Dart Container Lines, $2,000; Japan Lines, $2,000; Mitsuo SK, $11,000; Muller Steamship, $1,000; McCormick, $14,000; Sea-Land, $102,000; Seatrain, $107,000; TTT, $21,000; United States Lines, $35,000; Shenahon Lines, $4,000.

* * * * * *

(466) Q. Now, as you described the history of the container issue as it existed between New York Shipping Association and the ILA, you described it as one attended by many strikes. A. That's correct.

Q. And great evidence of industrial unrest. A. Correct.

Q. In the beginning the ILA was opposed to containerization, is this not correct? A. They were opposed to containerization?

Q. Yes. A. They've always been opposed to containerization but I think they recognized that containerization was here to stay and, as a matter of fact, I believe that the ILA has helped even in times to get a certain portion of containerization on the road.

Q. With respect, though, to containerization (467) generally, when the ILA resisted it the New York Shipping Association advocated containterization. A. That's correct.

Q. Now, you in your testimony, I believe, traced the claims of the ILA to work—to the right to stuff and strip containers to the 1959 agreement. A. That's correct.

Dickman for Respondent NYSA—Cross.

Mr. Schwarzbart: Could I have R-1, please.

Q. And was it your testimony then that the 1959 agreement provided specifically with restrictions concerning the right of the ILA to stuff and strip on the piers of New York? A. That's the interpretation that we have of the contract, that's correct.

Q. I would ask you not—my question was not directed to the interpretation, sir, but to— A. I think you're referring—

Q. —to the language of the agreement. A. You're referring to 8C, the language of the agreement, 1959.

Q. Well, what is your answer, did the language of the agreement, Mr. Dickman, provide for stuffing and stripping? A. Not specifically.

Q. Now, when you—Mr. Dickman, rather than play (468) around, let me show you page 2 of the document that has been received as Respondent's Exhibit No. 1, and I ask you to read aloud Section 8A and C of this agreement. A. Section 8A: "Any employer shall have the right to use any and all type of containers without restriction or stripping by the union."

8C says: "Any work performed in connection with the loading and discharging of containers for employer members of the NYSA which is performed in the port of greater New York, whether on piers or terminals controlled by them, or whether through direct contracting out, shall be performed by ILA labor at longshore rates."

Q. I see.

Mr. Dickman, when in the language—is there any other language in the contract outside of Section 8A, B and C which relates to containers and the stuffing? A. No, that was the written word of the contract, as I stated yesterday. Right after the finalizing of that contract there was additional problems,—

Q. Please, Mr. Dickman, please don't get ahead of me, we'll try to cover everything. A. All right.

(469) Q. Now, is it not true that within your industry the word "stripping" and "stuffing" and "loading" and "unloading" and "discharging" are all terms of art that have specific meanings? A. That is correct.

Q. And, in fact, they are so clearly defined that they were actually set forth in the Rules on Containers starting in the 1968 agreement, is that correct? In other words, they were actually defined per se in the language of the agreement? A. That is correct.

Q. So, then, with respect to Section 8(a) of the Act—I'm sorry. Strike "the Act."—of the— A. Contract.

Q. —of the 1959 contract, there was no restriction upon employer use of containers with respect to stripping and stuffing, is that correct? A. That's what we thought at that time but it didn't work out that way.

Q. Please answer the question. A. Yes.

Q. I'm asking you specifically with regard to the contract. A. That is correct.

Q. And with regard to Section 8(c) there's no (470) reference to stripping and stuffing in that Section at all, is there? A. No, there is none.

Q. So that, then, is where tradition began, is that correct, Mr. Dickman? A. In the contract, right.

Q. It only provided, in fact, that there could be loading and discharging of containers for employer members on the pier, is that correct? A. That is correct.

Q. Or their direct subcontractors. No restrictions concerning stripping or stuffing? A. That is correct.

The Court: What is that exhibit number, again, Mr. Schwarzbart?

Mr. Schwarzbart: R-1, your Honor.

The Court: All right.

Q. Now, you testified that the documents that related to the agreement on containers were the result of strikes, is that correct? A. That is correct.

Q. Work stoppages, grievances; correct? Please speak up. A. That is correct.

Q. So then is it your testimony, then, that under (471) those circumstances agreements that reflect the understanding of the parties concerning the Rules on Containers they would be carefully drawn, wouldn't they? A. Yes, they are supposed to be carefully drawn.

Q. So then the language of the agreement then would reflect the understanding of the parties, is that correct? A. Correct.

Q. Now, then, after the 1959 agreement, I believe you testified that there was, again, substantial labor unrest? A. There were many wildcat stoppages on the piers. The men were dissatisfied with the agreement. The union claimed that this was not the intent of the contract, that the union never intended to give up their work jurisdiction rules as far as the contract was concerned and through many, many periods and for many months and even as many as two years went by with all these difficulties.

Q. So then in 1962 as a result of the unrest that you've just described, I believe you testified that the New York Shipping Association made—gave a statement to the union? A. That is correct.

Mr. Schwarzbart: May I see R-10, please?

Q. Now, then, was it your testimony that as a (472) result of the statement that was given by the New York Shipping Association to the ILA on or about February 28th the ILA could claim the work of stuffing and stripping of consolidators' containers? A. I think, Mr. Schwarzbart, I testified that the members of the Labor Policy

Committee directed to the ILA, gave the interpretation as I read it out yesterday to the members of the ILA and this was after many, many months of constant meetings, negotiations, labor relations committee meetings, et cetera, over the wildcat stoppages and the unrest on the piers and so forth. Yes, sir, that's my statement.

(473) Q. Was this communication of February 28th, 19— was this subject matter of Respondent's Exhibit 10, the February 28, 1962, statement that was made, communicated to the union in the form of any letter or other type of correspondence? A. No. It was from, as I mentioned, from the members of the Labor Policy Committee representing management to the of the ILA negotiating committee.

Q. More simply, Mr. Dickman, did there not come a time when you stated under oath that the rule against supplying containers to consolidators is rule emanating and having its genesis in the 1959 negotiation period? A. Yes, sir, I believe that I said that.

The Court: Would you tell me what you are reading from?

Mr. Schwarzbart: This is an affidavit that was provided by counsel for the New York Shipping Association signed by Mr. Dickman.

The Court: Just give me the date of it, will you?

Mr. Schwarzbart: August 15, 1973.

The Court: All right, fine.

Mr. Schwarzbart: I was not prepared at this time to introduce this document.

The Court: All right.

Q. I show you Respondent's Exhibit No. 10 and ask (474) you to read that aloud. A. Dated February the 28th, 1962.

"Where an employer member of NYSA supplies a container which is the property of such member to a consolidator for loading or discharging of cargo in the Port of Greater New York, it will be stipulated that such container must be loaded or unloaded by ILA laborer at longshore rates. If the container is not supplied by the employer member, then the royalty payments fixed by the arbitrator shall apply, depending on the type of ship used."

Q. Is there any reference to stuffing or shipping in this document, sir? A. No.

Q. Is there any language there that says that containers could not be supplied to members—I'm sorry, by members of the New York Shipping Association to consolidators? A. No. It says when it does supply them.

Q. In fact, wouldn't you say this is simply a supplement of the 1959 agreement which stated on its face with regard to Section 8C that unbroken containers in the 1959 agreement provided that unbroken containers provided by New York Shipping Association members should be put on board ship by members of the ILA, and that this simply extended it to loading of unbroken containers supplied by consolidators?

(475) Mr. Lambos: I object, your Honor. The agreement of October 1, 1959, speaks for itself.

I think that what Mr. Schwarzbart is trying to do is characterize all of the earlier terstimony of the witness in one sentence. I don't think it really reflects the testimony of Mr. Dickman at this point.

The Court: Read the question.

(Record read.)

The Court: Overrule the objection.

The Witness: As I think I stated from its early inception and right up until the last negotiation, it has always been NYSA's bargaining position, and

in fact our demands to the ILA, that we be given free movement of containers, the loading, that we wouldn't have any restrictions pertaining to containers. But that wasn't the fact.

The Court: I don't think that answers the question.

Mr. Schwarzbart: I don't believe you are being responsive.

The Court: Read the question.

(Whereupon, the reporter read as follows:

"In fact, wouldn't you say that this"—)

The Court: You are referring to R-10. Put it in front of Mr. Dickman.

(Last question read by reporter.)

(476) The Witness: I would say that is the way it reads, yes, sir.

Py Mr. Schwarzbart:

(476) Q. Would you like to change your earlier testimony concerning the history of the container? A. I won't change my testimony. I was not a member of the Labor Policy Committee when they did this. I knew the problem that I had on the piers that I was working at the time, and the language as it reads I would agree with the interpretation. But that is not the way it was working down on the piers.

Q. Mr. Dickman, you rendered appreciable testimony on the history of the Labor Relations development in the area of containers, did you not? A. I did.

Q. And that included this period? A. That's correct.

Q. Is it now your statement that you had no personal knowledge of what the state of the labor relations were with regard to the rules on containers in this period? A. No. I know what the labor relations were and the problems that we encountered at that time. The history as

written and the contract at the time I was not a member of that. I am merely referring back to my personal knowledge as to what I was doing at that time and also the history that was taken from the records of the New York Shipping Association.

(477) Q. But, Mr. Dickman, we have your substantive agreements of this period; correct? A. That is correct.

Q. And they read in the way that we have discussed; correct? A. Correct.

Q. Now, then, you just disassociated yourself, did you not, by stating that you were not a member of the panels that worked out these agreements? A. No. I said I was not a member of the Labor Policy Committee. I was in many labor relations during that period on difficulties that I had in operations which the ILA would bring us to the Labor Relations Committee. There are two different bodies, Mr. Schwarzbart.

Q. So, then, is it your testimony that these agreements of 1959 and the further statement of 1962 does not mean—do not mean what they say? A. That sometimes happens, yes.

Q. But you also testified that these agreements were worked out under great stress? A. They were.

Q. Worked out under great stress and background of labor unrest; is that correct? A. That is correct.

Q. And you also testified that they were carefully (478) drawn, did you not? A. I thought that they were carefully drawn, that is correct.

Q. So what is your testimony now? A. My testimony is exactly as it is. I am going back to the period of time from 1959, which you were asking me about, to the 1962 period when we went out on strike again and the many, many problems that we had with containers during that period.

Q. I am not sure that I understand what your testimony is with regard to this. Do these agreements mean

what they say, or don't they? A. Sometimes they do and sometimes they don't.

Q. Well, which part of all of the agreements that we have are true? We have in the record the 1959 agreement and we have the 1962 representation. I believe that we also have—Are these documents true? Do they mean what they say? A. They are true as far as they are written, yes.

Q. So, then, is it your testimony that as of 1962, including 1962, there was no provision in the agreements between the New York Shipping Association and the ILA that would provide for any form of stripping and stuffing by the ILA? A. Not in the written agreement, that is correct.

(479) Q. Well, my question was: Was there a written agreement to this effect? A. You have it in your hand, Mr. Schwarzbart.

The Court: When he refers to that he is referring to R-10?

Mr. Schwarzbart: That is correct.

Q. Now, then, you still abide, I gather, that there was some practice that related—that the stuffing and stripping still related back to the early 1959, 1962 agreements; is that correct? A. Yes, even prior to that.

Q. And that is true despite the discussion that we had? A. Despite the written agreement.

Q. And in that sense there were restrictions upon the New York Shipping Association? A. That is correct.

Q. I ask you, Mr. Dickman, during the period between 1962 and 1968 I believe you testified that there was continued labor unrest with regard to the ILA seeking to expand its sphere with respect to the Rules on Containers, is that right? A. That is correct.

Q. But in fact is it not true also that there were no changes in the language of the collective bargaining (480) agreement between the New York Shipping Association and the ILA on the Rules on Containers from 1962 until about 1968? A. I think it was generally accepted by the industry and in the industry.

Q. Please answer the question yes or no, sir.

The Court: Read the question.

(Record read.)

A. That is correct, yes.

Mr. Lambos: Your Honor, might Mr. Schwarzbart permit Mr. Dickman to answer the question? I notice on a few occasions that he was cutting him short and not permitting him to go beyond a yes or no.

The Court: If there comes a point where you feel that you have been cut off, just indicate that you have more to say.

All right, go ahead, sir.

The Witness: I did want to say, if I may, then, that the problems we had in answer to that question—

The Court: No, I don't think that that is responsive. This is a very concise, pointed question. I think you have answered it. It was limited only to dealing with the written agreements. I understand that.

Q. Is it your testimony that prior to 1968 there was any limitation on members of the New York Shipping (481) Association with respect to use of containers? A. Yes, there were many.

(481) Mr. Schwarzbart: Your Honor, I would just like to verify this document with Mr. Gleason. This is the document that you provided me with, is it not, Mr. Gleason?

Mr. Gleason: Yes.

Mr. Schwarzbart: And is this an affidavit by Thomas W. Gleason, President of the International Longshoremen's Association?

Mr. Gleason: No, sir, it is not.

Mr. Schwarzbart: I am sorry. It is your affidavit.

Mr. Gleason: My affidavit.

Mr. Schwarzbart: I am sorry, I misread that. I stand correct. That incorporated by reference the factual memorandum on containerization?

Mr. Gleason: It did.

Mr. Schwarzbart: Thank you, Mr. Gleason.

I request that the document just referred to me be marked for identification as Petitioner's Exhibit No. 17.

The Court: All right, so marked.

(Exhibit P-17 was marked for identification.)

Q. Now, in 1968, as of July, negotiations began (482) for a new collective bargaining agreement with the ILA, is that correct? A. That is correct.

Q. On or about August of that year the New York Shipping Association gave the ILA a proposal with regard to the Rules on Containers, is that correct? A. I am sure that they did.

Q. I show you Petitioner's Exhibit No. 17 and ask you to read aloud the quoted area found starting at the middle of Page 17. A. It says, "Containerization. Both parties should agree that improved methods of handling cargo are beneficial to both and should not be impeded.

In 1959 the containerization concept was agreed to by the ILA."

Q. Continue, please. A. "Since then and again in its current demand the union insists that because it was traditionally its work, their members should load and strip certain containers. This complex problem has plagued the industry and the union for several years."

(483) Q. Mr. Dickman, please, I think the judge—

(Short interruption.)

Q. I'm sorry, please continue. A. Where were we?

> (Record read.)
>
> The Witness: In different ports. The employers are willing to meet this problem by creating an exception to the present contractual rights of the employers to use any and all types of containers without restriction by the union. The employers will not agree to any union demand to loading or stripping all containers, nor to any restrictions on how its containerships shall be loaded or unloaded.

Q. Thank you, Mr. Dickman.

Now, Mr. Dickman, was that the proposal? A. That was our proposal.

> The Court: I am sorry, this was for what year?
>
> Mr. Schwarzbart: 1968.

Q. Now, correct me if I am wrong here, but you just read language to for the first time creating an exception to the employers' present contractual rights to use any and all types of containers without restriction on stripping by the union, is that correct? A. That's correct.

(483) Q. Would you care to change your testimony, Mr. Dickman, that you just gave with regard to the fact that (484) were many restrictions on employers concerning the

use of containers prior to August of '68? A. I told you that we always had restrictions by the ILA on stripping and stuffing of containers going back to 1959, regardless of what the written word was. That was our proposal in 1968. It again was our proposal in 1971. The union wouldn't accept it. We took a fifty-seven-day strike and they finally got what they wanted and we lost.

Q. Mr. Dickman, are you testifying that the contracts that have been worked out between the ILA and the New York Shipping Association as far as the written word represents the understanding of the parties are meaningless? A. No, not meaningless.

Q. You are testifying then that they don't mean what they say? A. In some cases. There is a problem arising out of any contract and this was one of the problems.

Q. Mr. Dickman, I must confess that how was one to know what the understanding—strike that.

Do the rules on containers as eventually drafted in the 1968 agreement reflect any kind of understanding of the parties? A. The rules that were drafted in the 1968 agreement were spelled out in the form that it was because of the many problems that we had from 1959 to 1968. We were (485) able to gain some portion of the spread of containerization by writing those rules so that better than 80 per cent of the containers that we handle in the Port of New York were allowed to leave the port outside of the fifty-mile radius, and the beneficial owner without him being impeded by any other means, and that has been lived up to.

The Court: Mr. Dickman, insofar as the written agreements are concerned, is there anything in writing prior to 1968 that reflects a recognition on the part of NYSA on the right of ILA to strip and stuff?

The Witness: I don't recall anything in writing, your Honor. I have to check back on that.

Q. Isn't it a fact, Mr. Dickman, that the first time that there was any mention or offer with respect to the right, the possible right of the ILA to stuff and strip consolidators came in this 1968 proposal? A. I believe that the intent of the rules was that.

Q. Please answer the question.

Mr. Schwarzbart: Read the question.

(Record read.)

The Witness: As I understand it, I don't believe it, no.

Q. Pardon? A. As I understand it, I don't believe that this was the first time; understanding your question.

(486) Q. Let me show you Paragraph C of the proposal that you just read. A. Again you are reading to me what our proposal was. It was not accepted.

Q. Yes, sir, but assuming if this matter had been extant, it would not have been necessary to make such a proposal, would it, if this arrangement regarding the stuffing and stripping of consolidators' containers had been an existing way of life then, this proposal would have been meaningless? A. Prior to this 1968 agreement the ILA was stuffing and stripping containers and this was the NYSA—

Q. Please answer the question. A. Then I don't understand your question.

Mr. Schwartzbart: Please read the question.

The Court: I think that the way the question was put, that the answer was responsive. He can't answer that that it would be necessary or it wouldn't be necessary, which was the way you couched your question. He said that prior to 1968 they were stripping and stuffing.

(486) Q. In the agreement that you just read it was stated, and I will repeat a little phrase of it, "The employers are willing to meet this problem of containerization by creating an expection to the present contractual rights of the employers to use any and all types of (487) containers without restriction on stripping by the union."

Mr. Lambos: Excuse me, Mr. Schwarzbart, did you call that an agreement?

Mr. Schwarzbart: I'm sorry, a proposal. I stand corrected.

Q. At this time or then, then or not, is it the position—I will put it this way:

At the time this proposal was made, did the New York Shipping Association take the position it had unrestricted rights? A. That is what our proposal was. That is what we wanted, yes.

Q. I ask the question, did it take the position that it had unrestricted rights? A. No, it did not, the way I read it.

Q. So this is contrary then to the position that you had? A. I can't answer that. I just don't understand it.

Q. Is it presently the position of the New York Shipping Association that it has unrestricted rights with respect to containers? A. As far as the rules as they are written, that is NYSA's position, that is CONASA's position.

The Court: Mr. Schwarzbart, I have got a couple of matters that I have to complete from the criminal (488) calendar this morning.

We will recess this now for ten minutes.

(Short recess taken.)

(489) JAMES J. DICKMAN, resumed.

Mr. Schwarzbart: No further questions, your Honor.

The Court: All right. Mr. Silberman.

Mr. Silberman: Thank you, your Honor. I only have a couple of questions.

Cross Examination by Mr. Silberman:

Q. Mr. Dickman, would you explain to me what the makeup of the New York Shipping Association is? A. As it is presently constituted today?

Q. Well, does that suggest that has been a change? A. There's been a change, yes.

Q. Would you describe what it was before the change, the date of the change, and what it is afterwards? A. I don't know whether I can give you the exact dates. I can give you approximate times.

Q. That's okay. A. Since New York Shipping Association's inception it was a group of various steamship lines, carriers, agents, owners in the Port of New York consisting of some 145 members. The carriers were the voting members of the Association, there were some thirty-odd associate members who were not voting members of the Association and in 1971, somewheres in the middle of 1971, the steamship carriers turned the (490) Association over the stevedoring companies as the voting members and they became associate members.

Q. Now, the stevedore members all employ ILA personnel, is that correct? A. That is correct.

Q. Would it be fair to say, Mr. Dickman, that the stevedoring companies and the carriers have in certain respects different interests? A. I think they have the same interests, Mr. Silberman.

Q. They have the same interests in all respects? A. In all respects.

Q. Would you describe that to me? Well, let me strike that.

The stevedore companies benefit financially insofar as work is done by their employees, isn't that correct? A. That is correct.

Q. They work basically on a cost-plus basis? A. No, that is not correct.

Q. Well, it is—How do they work? A. They work by competitive bidding. They bid amongst themselves. There's no such thing as a cost-plus in most contracts.

Q. But, in any event, they benefit financially insofar as the work is performed by their employees? (491) A. That is correct.

Q. Do the carriers necessarily benefit financially from that same fact? A. I would hope that they would, yes.

Q. But you don't know that? A. Well, whether the stevedore or the carrier perform the work the higher the productivity the better return on the investment.

Q. Well, let us say, suppose a container is discussed by a consolidator within the fifty miles of the Port of New York or outside and sent to the pier and put right on a ship. Isn't that in the financial detriment to the stevedores? A. Yes, that would be—

Q. But it is not a financial detriment to the carrier? A. No.

Q. Thank you.

Let me ask you a few questions about the concept of beneficial owner. What is a beneficial owner? A. A beneficial owner is a person who—a consignee in this particular case who would receive the goods, who owned the goods.

Q. Who receives the goods, who owns the goods? A. Well, in other words, the cargo that came to a beneficial (492) owner would be the man who is the owner of the goods.

Q. Okay. The beneficial owner is the man—I'm still not sure that I understand that and I apologize if I'm not as quick on this as I should be.

Trace it through for me. Give us an example of a beneficial owner and how his cargo moves. A. Well, let's say a man who is importing China from Japan for his own—he is the owner of the goods and those goods were delivered from Japan to his place. He was the owner of that cargo. He would be the beneficial owner.

Q. I see. You mean if all of that was done in one container? A. That is correct.

Q. Now, describe it to me on the outbound basis. A. It would be the same way in reverse.

Q. You mean a man who was shipping goods and loaded them in his own container and shipped them out would be a beneficial owner? A. If he owned the goods—

Q. What kind of shippers own their own goods and fill containers? Is there a characteristic to them? A. Well, normally I could offhand say an outfit like Kodak or General Electric—or—

Q. Or General Motors or Ford? (493) A. Or—I'm merely using—It could be a man who manufactures bolts in Brooklyn.

Q. I see. A. XYZ Company, he's the owner of those goods.

(494) Q. I see. But by and large they are big companies, isn't that correct? A. In order to load containers, that's correct.

Q. Right.

Now, describe to the Court, if you will, what the difference in rate is between LTL cargo and freight all kinds. A. I would have no idea. I'm not a rate man.

Q. Well, let me ask you this, do you know the steamship carriers with all your experience that was described today and yesterday, do you know whether the steamship carriers charge more or less for a full container as opposed to break-bulk? A. For a full container as opposed to break-bulk?

Q. That's right. In other words, is there a difference in rates which makes it advantageous to ship through a full container? A. Yes, that's the idea.

Q. A full container is cheaper? A. Right. Right.

Q. Thank you.

Now, what about the distributors? Can they ever be beneficial owners? A. Distributors as beneficial owners?

Q. Yes. A. I don't know how you could term the two the same.

(495) Q. Well, suppose—let us say a store in Puerto Rico buys a lot of products here and has a warehouse here in New York and loads all its goods into a container and ships it to itself in Puerto Rico. A. If more than one bill of lading, no, that—

Q. It wouldn't be? A. No.

Q. What do you mean by "more than one bill of lading"? A. More than one commodity or one mark or one type.

Q. Well, I'm not sure I understand that. Because couldn't Ford ship with more than one bill of lading? A. Not in the same box. In other words—

Q. But it could have different commodities in one box? A. Not necessarily, no.

Q. You mean Ford could only ship with one item in a box? A. If it was Ford's motors all in one box, yes, they would—

Q. But it could be a lot of different motors? A. Yes.

Q. But a distributor could ship, let us say, X number of packages of China to itself in Puerto Rico? A. Yes, that is correct.

(496) Q. And then it would be a beneficial owner? Is that correct? A. If it was a beneficial owner, yes.

Q. I see.

Now, do you know, then, what the economic background of the consolidator was, why they are in business, what service they perform? A. I know what they perform, of course.

Q. Isn't it a fact that the consolidator actually puts together packages for by and large small operators, let us say, in Puerto Rico and thereby allows these small companies to get the advantage of containerized rate? A. That's the intent of consolidators.

Q. That's right.

Now, let me ask you this: In 1968 you testified that you reached a compromise with the ILA whereby, in effect, you gave them the jurisdiction over this consolidator kind of containerization traffic, isn't that correct? A. We gave them the jurisdiction.

(497) Q. Over the consolidators? A. Over the cargo that was moved within the fifty-mile radius within the Port of New York, that's correct.

Q. For consolidators in 1968? A. That's correct.

Q. When you did that, they had actually demanded, I understood from your testimony, that they be able to strip and stuff all containers? A. That's correct.

Q. How did you reach a judgment that you would in effect give them this jurisdiction or actually give them the jurisdiction for the consolidators but not for the big companies? A. Well, it wasn't only for the big companies. It was that we wanted everybody to be the same. We wanted freewheeling. That was our negotiation.

Q. By freewheeling, you mean what? A. That everybody, the cargo, the containers could move without any impediment on the part of the ILA. The ILA disagreed with that. You saw our proposal that Mr. Schwarzbart gave before. The ILA disagreed with that proposal. They went on strike. They wanted to stuff and strip all containers and we were on strike for fifty-seven days.

During this period of time we were negotiating (498) to go back and we finally settled on the fifty-mile radius in the Port of New York, that anything outside the fifty-mile radius in the Port of New York could move freely, that anything belonging to a beneficial owner within the fifty-mile

radius of the Port of New York could move freely. It was our judgment that 80 per cent of the cargo would move in this manner.

The ILA was giving up their demands of stuffing and stripping all containers, and so that is the way negotiations were settled.

Q. I understand that. But let me ask you, as the president of the shipping association, why did you agree to give up as part of your compromise the jurisdiction which related to containers filled, stuffed by consolidators? A. That was not by me. That was done by the negotiating committee of New York Shipping Association which, by the way, at that time consisted of the steamship carriers and not the stevedores.

Q. Yes, I think I understand that. In fact, the economic impact or the economic power of these consolidators was considerably less than the large companies such as Ford, General Motors, GE, Kodak, who shipped through containers, isn't that correct? A. I don't know what their reason was.

* * * * * *

(500) Q. Mr. Dickman, you have been on the piers in New York since you were about thirteen years of age, have you not? A. That's correct.

Q. And you spent World War II in the service? A. Yes.

Q. You are not a lawyer, are you? A. No, I am not.

Q. When you were asked to look at documents you don't bring any special experience to those documents, do you? A. No, I don't.

Mr. Silberman: I object.

Mr. Schwarzbart: I object.

Mr. Silberman: I think counsel is trying to rehabilitate his witness.

The Court: The answer has been given.

Q. Mr. Dickman, have you known for years that the 1959 agreement was the basis on which containers containing LTL and Consolidated Freight had been stuffed and stripped on the piers? A. Absolutely.

* * * * * *

(501) The Court: Where is the 1959 agreement?

Mr. Lambos: That would be Respondent's Exhibit R-1.

The Court: Do you have it there? Give it to the witness, please.

Show me in that agreement what you relied upon in answering this question.

* * * * * *

(503) The Witness: I thought it was in there on customs and practices. I am still looking. I can't find it.

The Court: Have you found anything in that agreement that you believe was in there relating to stuffing and stripping?

The Witness: The words "stuffing and stripping", your Honor, was what I was asked by counsel as to interpretation of stuffing and stripping.

The Court: It is clear they are not mentioned.

The Witness: The words "stuffing" and "stripping" are not but loading and discharging is. It is my interpretation that the loading and discharging means all the working containers. I was also looking for the words "customs and practices" which are part of the agreement on the waterfront.

(504) I don't believe that came out of the contract until 1968. During that period of time the custom and practice was to strip the containers on the pier.

That's what I was trying to find in this document, here.

(504) The Court: All right, Mr. Lambos.

By Mr. Lambos:

Q. Mr. Dickman—

The Court: You may recross on this aspect, gentlemen, if you desire to do so subsequently. Go ahead.

Q. Would you refer, please, to Paragraph 8(c) of the agreement? Would you read aloud the provisions of Paragraph 8(a)? A. "Any work performed in connection with the loading and discharging of containers for employer members of the NYSA which is performed in the Port of Greater New York, whether on piers or terminals controlled by them or whether through direct contracting out, shall be performed by ILA labor at longshore rates."

The Court: Is loading the opposite of discharging?

The Witness: Yes, sir.

The Court: What is discharging—What does that mean?

The Witness: It means taking the cargo out of the container.

(505) The Court: Wait a minute. You discharge a container by taking cargo out of it?

The Witness: Well, you do both. You would discharge it from the ship and when—

The Court: That I can understand. It is a plan *(sic)* and simple application of the English language. But beyond that you say it also covers taking the goods out of the container?

The Witness: That is correct.

The Court: Where does it say that? Is it defined anywhere?

The Witness: Not defined, but that is the interpretation that the people meant at the time I had that. I was not party to this, but I knew what we had to do when I was outside.

The Court: I see. All right.

* * * * * *

(508) Q. Do you recall that in the 1959 agreement there is a section which says any employer shall have the right to use any and all type containers without restriction or stripping by the union? A. Yes, sir.

Q. What did "stripping" mean then in 1959? A. It meant that we could try to move the cargo without the cargo being stripped.

The Court: What does the word "stripping" mean?

The Witness: Taking the cargo out of the (509) container.

Q. How is that distinguished in 1959 from "discharging"? A. From "discharging," that was the rule, the wording which you asked me and I read the wording to you, but that was not what happened. I thought I testified to that, too.

Q. Excuse me, Mr. Dickman. My question is only that the word "stripping" and the word "discharging" mean two different things, don't they? A. They do.

* * * * * *

(510) Boleslaw Szolkowski, being first duly sworn, testifies as follows:

* * * * * *

(516) Q. Captain Szolkowski, by whom are you employed? A. By TTT, Transamerican Trailer Transport.

Q. What is your position with TTT? A. I am vice-president in charge of operations.

Q. Could you describe your functions as vice-president in charge of operations? A. I am in charge of both marine and terminal operations and everything concerning the vessels, loading and unloading is in my control.

Q. Where is the pier and terminal facilities of TTT in New York? A. It's on Staten Island, Stapleton, Pier 13.

Q. Is Pier 13 under your jurisdiction, Captain? A. Pier 13 is under my jurisdiction.

Q. How long have you been with TTT, Captain? A. I have been with TTT from the very beginning, which was '67 before we started operations.

Q. At the pier 13, Staten Island, does TTT maintain a work space for stuffing and stripping consolidated containers? (517) A. Yes. We have LTL shed in pier 13.

Q. Captain, would you describe for the Court the practice of TTT when a LTL or Consolidated container enters its terminal? A. Yes, all documentation is carried by ILA personnel. When the trailer arrives to the terminal, they have to produce what is called a dock receipt which lists consignee and the shipper. This document is checked by the chief receiving clerk, and it is his duty to spot whether it is a Consolidated or not.

If it is a consolidator, he marks it on the sheet, puts a big capital N which means no good for shipping.

Then in turn he notifies the terminal manager that we have such a trailer and the trailer is backed, if there is space. Sometimes it is backed immediately and sometimes not to the stripping shed. The men are employed to perform the job and they do.

The first thing they do, they break the seal and they start stripping. Then when the stripping is completed they

notify somehow Chief Clark. Sometimes they give him documents, sometimes on the phone. It all depends on whether this trailer has to make the ship or not.

When he is satisfied that the stripping was performed, then the trailer is released for loading.

(518) Q. Is this the practice which TTT invariably follows? A. That's right.

Q. Captain Szolkowski, you are here under subpoena, are you not? A. Right.

Q. At my request did you search through your records for October, November and December of 1972 to find dock receipts and accompanying statements indicating changes of seals and the stuffing and stripping of containers? A. Yes, I did.

Q. Did you furnish me with such documents? A. Yes, sir.

Mr. Lambos: If the Court please, I do have those documents which Captain Szolkowski furnished me. I would like leave to substitute photocopies. I have already furnished—

The Court: Any objection to the substitution?

Mr. Silberman: No objection to the substitution.

Q. Captain Szolkowski, I show you these documents which are approximately 107 in number and ask you whether these are copies of the documents that you gave to me. A. Yes, they look like copies of the documents which I submitted.

Q. Captain, what are these documents? (519) A. Top page a dock receipt and second page is proof that this container was stripped, or the tally sheet.

Q. In each case do these documents on the top contain the name of Consolidated Express? A. Yes, they are all Consolidated Express.

Q. And do they give the trailer number and the seal number? A. They do.

Q. And the seal number that was on the container when the container first came in? A. Came to the terminal.

Q. Does the second page or the tally sheet as it is called indicate the changes in the seal number? A. They do. There is an old seal and new seal, different number.

Q. And what is the legend on each of those? A. It says "No count required. Please note any changes, damages and new seal number on this form. Cargo has been unloaded and loaded into same unit."

Checker's signature, J. Carey, on this sheet.

Q. And as you look through these various sheets, are there signatures of various checkers? A. Yes, various checkers.

Q. Captain Szolkowski, are these documents kept in the normal and ordinary course of business of TTT? (520) A. Well, recently they are kept very religiously because there was some accusation that containers are not stripped. So now we make sure that we have these copies as a proof that the containers were stripped and stuffed and we have all the records.

Q. For how long have you been keeping such records? A. In this manner, the dock receipt and the tally sheet are stapled together. When we got a letter from New York Shipping Association warning that containers are not being stripped and they are going to check, so then we made sure that we keep these two documents together.

Q. Do you know how long ago that was? A. Well, this was in October some time, in October of 1972.

Mr. Lambos: Your Honor, I would like to have marked for identification each of these documents. I wonder whether we might, in order to save time necessary for marking each document, merely indicate—Mr. Caruso, how many?

Mr. Caruso: 107.

Mr. Lambos: —107 documents.

The Court: Why don't you mark it all as one exhibit and I will rely on counsel to check the number.

* * * * * *

(522) (Document marked Respondent's Exhibit 13 for identification.)

(523) The Court: What is the legend, Mr. Lambos? 107—

Mr. Lambos: 107 dock receipts and tallies.

The Court: Dock receipts and tallies?

Mr. Lambos: Yes, your Honor.

The Court: All right.

Of TTT?

Mr. Lambos: Of TTT.

The Court: All right.

By Mr. Lambos:

Q. Captain Szolkowski, is it the policy of TTT to provide for the stuffing and stripping of all LTL and Consolidated containers which come into its terminal by sending them to the stuffing and stripping shed? A. That's the way we do it.

* * * * * *

(524) Q. Captain, you started keeping these records only in October of '72? (525) A. I started filing them in this manner together with the dock receipts before we kept them separate.

Q. Will you explain that to me, please? A. This is document for our business. This is proof—

The Court: Now, you're indicating the uppermost—

The Witness: Uppermost—

The Court: —of the first set?

The Witness: Yes. Dock receipt, we keep it because this is our business, that's how we collect money.

Q. Yes. A. And this is to satisfy our contract with ILA.

Q. The second document? The second document is to satisfy the contract— A. This has nothing to do—

Q. With your business? A. With the business. This is a contract and we kept them separate somewhere before but when we started becoming a big issue then we made sure that we have this documents when they are asked for.

Q. So, in October of '72 you started clipping this second document with this statement across it, "No Count Required, Please Note any Changes in Damages and New Seal Number on this Form."

(526) Cargo had been loaded and unloaded into the same unit— A. Right.

Q. You started keeping these documents in October? A. Keeping them together with dock receipt.

Q. Do you have them for prior times? A. We have them, yes. But this separate and this is separate.

Q. But the second document is not for any business of TTT. Not of your ordinary business? A. Not for ordinary business. This is only to satisfy any ILA investigation.

* * * * * *

(527) The Court: Well, I think that as of this time as I understand the evidence there is a contractual provision that bears on the stuffing and stripping and, therefore, stuffing and stripping is a part of the overall operation.

And as I regard it, it is a part of the business of this company and this document is obviously kept in that connection.

I regard it very plainly as being within the ordinary course of the company's business as of this period and I think that just a few questions that relieve this witness of what I think is an erroneous impression of what you meant will demonstrate.

What is your name again?

The Witness: Szolkowski.

The Court: Mr. Szolkowski, is that it?

The Witness: Yes, sir.

(528) The Court: All right. Stuffing and stripping is a part of your operation?

The Witness: That's right.

The Court: That is very much a part of your business now, isn't it?

The Witness: Yes.

The Court: And is that document kept to demonstration (*sic*) that you're doing it?

The Witness: That is the purpose, your Honor.

The Court: It's clear to me. I will overrule the objection on that basis.

Mr. Silberman: Yes, your Honor.

The Court: The point is it doesn't have anything to do with your making money, does it?

The Witness: Definitely not, sir, your Honor.

The Court: It may have to do, however, with—

Mr. Lambos: Perhaps saving money.

The Court: I was going to say it may have to do with saving perhaps a fine.

The Witness: A fine.

The Court: Very much a part of the business.

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(529) Q. Can you testify to your own knowledge, to your own knowledge when TTT started stripping and stuffing Consolidated Express's (*sic*) containers? A. To my

knowledge this stuffing and stripping was going on all the time.

Q. Do you know whether it was or was not?

Mr. Miller: Your Honor, he has already asked him that question and he has answered that question and he is asking him the same question over again. He said to his knowledge, and he answered to his knowledge that he knew from the time he started.

The Court: Well, let me explore it because I think there may be a little bit of a language misunderstanding.

Mr. Silberman: Yes.

The Court: What do you base your knowledge on? Did you see it done all the time or did somebody tell you? What did you—

The Witness: Somebody told me and I knew that we hire labor for this purpose.

The Court: All right. Do you want to explore that?

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(530) Q. So you're never seen Consolidated Express's containers stripped— A. I don't know it.

Q. You had never seen it, of your own—Well, you never know that you saw it? A. I never know it was Consolidated Express.

Q. Thank you. (531) A. But maybe I have seen Consolidated Express being stripped without knowing it.

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(533) By Mr. Silberman:

Q. 54-7, Ponce de Leon. Do you have it? A. I have Voyage 54-7.

Q. Good. Thank you.

Now, how many dock receipts are there together with this one— A. One, two—one, two, three, four, five, six, seven, eight.

Q. Why are eight stapled together? A. Because when on the same sailing.

Q. The same sailing. A. All 54-7.

Q. Turn your attention, please, to the one numbered 9890. Do you have it before you? A. Yes, I do.

Q. Now, I direct your attention, if you will, to various designations on this dock receipt and have you explain it to me. A. Yes.

Q. The number 9890, what does that represent? A. That's the dock receipt number.

Q. I see. And what else is on this dock receipt? A. Well, you have a shipper, a consignee and here Consolidated Express wants us to give advance notice to consignee, and he gives the address.

(534) Q. I see. Now, I see that there's a designation "One trailer load freight all kinds." What does that mean? A. What it means one trailer containing different packages inside, freight of all kinds.

Q. I see. And what is the next designation? A. "Trailer or van number."

Q. And what does that mean? A. Every trailer is identified by number.

Q. I see. And below that it says— A. Seal number.

Q. What does that reflect? A. This is the seal and you cannot open the trailer without breaking the seal.

Q. Now, I turn your attention to the page below which you described in your early testimony as the second page. A. Right.

Q. Right. And the second page says what? A. The second page lists the trailer number, the old seal which should be the same as here.

Q. Yes. A. And gives the new seal applied after the stripping and stuffing was completed.

Q. Oh, I see.

Now, I notice that the trailer number is crossed out (535) and a new number is put in. A. Yes.

Q. What does that mean? A. I means that somebody who was making this dock receipt made a mistake and—

Q. Well, what does it mean on its face? A. It means that this Trailer 790445 was received, which is confirmed by the checker, here. This dock receipt is made up by shipper and we on the pier use this section.

Q. I see.

Now, let me go back to some other documents. When did this ship sail? A. It doesn't say on this document, no.

Q. Well, is there anything on the document that would suggest when the ship sailed? A. Well, it gives you the voyage number so you can check when the ship sailed.

Q. Well, do you have sailings on particular days, Captain? A. Yes, we have sailings on Tuesday and Friday, as a rule.

Q. Yes. And do you have the date this dock receipt was received? A. Here is the date when it was received.

Q. And what is that date? (536) A. This is October 6, 1972.

Mr. Silberman: Your Honor, do you have a calendar?

The Court: Yes, I do. What did you want to do, establish what day that was?

Mr. Silberman: Yes, sir.

The Court: Do you have a calendar on the side, there, Frank? Get a lawyer's diary, Jeff.

Mr. Silverman: I have a calendar, here.

Mr. Silberman: Thank you so much.

By Mr. Silberman:

Q. Well, I see in the calendar—Is that October 6th you described? A. October 6th, that is correct.

Q. October 6th was a Friday. Is Friday one of your normal sailing days? A. For Ponce de Leon.

Q. Ponce de Leon normally sails on Friday? A. Normally sails on Friday.

Q. What time does it normally sail on Friday? A. It should sail at 5:00 o'clock but as a rule it sails later.

Q. How much later? A. 7:00, sometimes 9:00, 9:00 o'clock.

Q. Well, when does it normally sail? (537) A. Normally? The Ponce de Leon is the vessel that usually sails later than Eric Holzer.

Q. Which vessel of yours normally sails on time? A. Eric Holzer.

Q. What time does that normally sail? A. 5:00, 5:30, 6:00 o'clock.

Q. And on what dates? A. On Tuesday.

Q. Ah, I see. Let's look at some dock receipts for the Eric Holzer. Do you have any here that you can find for me? A. Yes, this one is Eric Holzer.

Q. And this wasn't—

The Court: Now, we'd better do this: Is this Eric Holzer 54-5?

The Witness: 54-9.

Mr. Silberman: 54-9.

The Court: 9. All right.

Q. And this normally sails at 5:00 o'clock, approximately? A. Yes.

Q. Now, I see that there's a dock receipt from Consolidated Express on the second page, under 54-9, which shows —Is that your stamp, your time stamp? A. Time stamp.

(538) Q. That shows you received the container at 3:22. A. Right.

Q. Now that's very late before the sailing, isn't it? A. It is rather late.

Q. Isn't it too late to unload or rather— A. No. No.

Q. Excuse me, Captain. I wonder if you'd let me finish my question before you answer.

Isn't this too late to strip that container and reload it again? For that sailing? A. It's too late to do it economically but if you want to satisfy customer you put more men and do it.

(539) Q. And you were trying to satisfy the customer? A. That's true.

Q. How many men did you put on at that time? How many men would it take to strip and stuff that? A. You are asking me about a particular case?

Q. No. I didn't mean to try to test your memory on that specific case, Captain. I understand that would be very difficult.

How many men would it take to strip and stuff that container in time for a five o'clock sailing when it came in at 3:22? A. If the stripping and stuffing takes anything between eighteen manhours, then you would have to put eighteen men to do it in one hour.

Q. You would have to put eighteen men on there in one hour? A. Yes.

Q. Could eighteen men do that without falling over each other? A. There is no rule on how long it takes. It all depends how many packages are inside. Some of it is very easy.

Q. Let's talk about an ordinary container. Could eighteen men do that in one hour or wouldn't they fall all over each other? (540) A. They would fall all over each other.

Q. So they couldn't do it in one hour, could they? A. In one hour it is all speculation. It is not a fact.

Q. I understand that, Captain. But you have worked at TTT for some period of time and your testimony here is important.

I ask you, could eighteen men do that in one hour? A. They could.

Q. How could they do it? A. Quick.

Q. You told me they would fall all over each other. A. Yes.

Q. They would? A. It wouldn't (*sic*) very economical a way of doing it.

Q. What would it cost you to do it? A. Eighteen men for one hour and each cost about $12, 12 times 8 is 384.

Q. What is your rate for freight, all kinds of containers? A. Little more than a thousand dollars.

Q. And how much profit do you make on that? A. I don't know. Sometimes we don't make profit at all.

(541) Q. Well, when you are making a profit, how much profit do you make per container? A. I don't know this.

Q. You have no idea and you are the number two man at TTT? A. Profit is a question of you can only compare how much stevedoring cost you, how much fuel oil, crew, office space, legal fees.

Q. I understand. A. Then when all this is paid is profit. Sometimes we lose money, which means we don't make any profit.

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(550) Q. Yes, I understand. Captain, after the Dublin rules came down, the CANASA (*sic*) rules, you stripped and stuffed containers, didn't you? A. Correct.

Q. And when you stripped and stuffed containers of Consolidated Express and other consolidators you always had an overflow, didn't you? A. No.

Q. You used two containers, didn't you? A. Overflow, I understand you mean that when I took the cargo out from one container I wasn't able to put it back in one different container.

Q. I don't know whether you were able to or not but you always put it back into containers, didn't you? A. Two containers?

Q. Yes. A. No.

Q. You did not? A. No.

Q. Let me show you some documents, Captain.

Before I do that, if I can wend my way through counsel, here, didn't you start to say you changed your practices after CONASA? (551) A. We did.

Q. Weren't you about to say that you in fact now stuff into two containers? A. Never two. I don't understand why you say in two containers. Different.

Q. I see. Different containers, the second container would be bigger? A. No.

Q. It would not? A. No.

(551) Q. Is it your testimony that you now strip and stuff back into the same container?

Mr. Lambos: Objection, your Honor.

A. No.

The Court: Overruled.

The Witness: In a different container.

Q. So you strip from one container and put into another container? A. That is correct.

Q. And you get overages? A. Pardon?

Q. You get overages? A. Overflow?

Q. Yes. A. I would say if you had ten containers the six (552) containers will have no overflow.

Q. And four will? A. Four maybe.

Q. Is that sort of a general rule? A. It's a general rule.

Q. Would you please tell me why there is no overflow in any one of these documents you put before the Court? A. Because it is easier to do it this way. The same and stripping and stuffing.

Q. It is easier to put it back in the same container without any overflow? A. It is easier.

Q. But now you are putting— You just told me, I believe, in your testimony a moment ago, that at least four out of every six containers require an overflow. A. Yes.

Q. Well, then, how is it that none of these containers had an overflow? A. Because—

Q. And by "these" I am referring to all the documents in evidence as Respondent's Exhibit No. 13. A. I can explain to you.

Q. Okay, I should be interested. A. When you are stripping containers this way you are placing all the packages on the pallets and moving them out. (553) When you finish stripping you are putting them back into the same sequence and the same men are handling this. When you put it in a different container, then you take the packages from the stop, pass it to different containers, put them on the bottom and this makes the difference, in my opinion.

Q. And it is easier, is it not, to put in a separate container, to put it in the second container? A. No, it is not.

Q. It is harder? A. Harder.

Q. Why are you doing that now? A. Because I have to.

Q. You have to put in a second container? A. In a different container.

Q. Why is that? A. Because that is a new rule after Dublin.

Q. Why can't you strip it and put it back in the same container if you say you have been doing that all along? A. Because the rule says it has to be put in a different—

Q. We shall look at that. Now you have overages whereas before you never had any overages? A. Before we didn't.

(554) Q. You never had overages in October, November or December, never once? A. I would say as far as these papers, no.

Q. And now you have four at least out of every ten are overages? A. Roughly, yes.

Q. How can you explain that? A. I just explained to you, the cargo which is on top you put on the bottom and then you end up with a big case pushing up and you lose some space.

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(554) Q. Captain, are you aware of a Federal Maritime proceeding that your company is involved in? A. Not very much.

Q. You are aware of it? A. I am aware of it but I don't know the details.

Mr. Lambos: I object, your Honor. I don't think TTT is involved in the proceeding.

Mr. Silberman: It is.

Mr. Lambos: Is it the same one that we are talking about?

Mr. Silberman: Not that one, the one in Washington.

Q. Sorry, withdraw it.

Did Mr. Carter talk to you about that proceeding? A. I don't know exactly what this proceeding is about.

(555) Q. Federal Maritime Commission proceeding brought on the petition or at the instance of Consolidated Express. A. No, I didn't talk to Mr. Carter.

Q. You knew about the proceedings? A. There is always some kind of a proceeding, but I didn't—

Q. Do you know a Mr. Novacek? A. I met Mr. Novacek, yes.

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(5[illegible] Q. It's a fact, is it not, that you did not strip containers in 1968? A. To my knowledge we did. I don't know.

Q. Did you strip containers in 1967? A. No, because we were not in business.

Q. You came in business in 1968? A. Yes.

Q. And you stripped all containers? A. To the best of my knowledge.

Q. All containers? A. All containers?

Q. Yes, that is my question. A. We didn't strip all containers.

Q. Which containers did you strip in 1968? A. I don't know. I will tell you why I don't know.

The Court: Why don't you know?

The Witness: Because we started operation of a new ship with an altogether different concept of loading and unloading. I have been involved in this on a full-time basis, and besides that this ship wasn't performing perfectly as far as the engine room. I have been busy just trying to keep this ship running and loading and unloading. (559) I didn't pay much attention since she was going in a terminal, because I had a good terminal manager who I trusted. This was at least one year before our operation became smooth and more people knew what to do.

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(560) We got complaint there that we are not stripping, so I got into it.

Q. Were containers stripped and stuffed in 1969? A. I have every reason to believe that they were.

The Court: Then what did you do—what did you say when they told you that you weren't stripping?

The Witness: Then I said let's get the records, let's have a look and—

The Court: So did you go back then? Did you get all your records that you say you kept separately and bring them all together and show that you were stripping?

The Witness: No, nobody asked me that, your Honor.

The Court: You mean they just said you weren't stripping?

The Witness: They said violation in port.

The Court: You knew there weren't, didn't you?

The Witness: On TTT there were no violations.

The Court: You knew you never violated?

The Witness: Yes.

The Court: So what was your problem?

The Witness: The problem was that maybe they (561) will ask for the records.

The Court: You had the records?

The Witness: We had records.

The Court: Did anybody ask you to see your other records?

The Witness: Yes.

The Court: Who?

The Witness: New York Shipping Association.

The Court: Did you give them the records?

The Witness: Yes.

The Court: Then what happened?

(562) The Witness: Nothing. Everything was okay.

The Court: All right. So what was the problem then?

The Witness: I had no problem.

The Court: Didn't you tell me then you decided it was necessary to adopt a new system?

The Witness: Because I knew that sooner or later something will happen that we will have to show these records to someone else, not only ILA.

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(563) The Court: So over all these years it is your testimony that TTT, to your knowledge, has always stripped?

The Witness: That's correct, your Honor.

The Court: Which, of course, represented and added costs, didn't it?

The Witness: Definitely.

The Court: And you were not able to charge that back, were you?

The Witness: No.

The Court: You still made money?
The Witness: Yes, we made money.

By Mr. Silberman:

Q. Captain, weren't you fined by the ILA New York Shipping Association Contract Board for violations of the container rules? A. Yes, we were.

Q. But you have just told the judge you always stripped and stuffed. Why would you have been fined? A. For giving equipment. We were never fined for not shipping. We were fined for giving equipment to Consolidated. Maybe not for giving, but they found our equipment in the Consolidated and they fined us. But never for stripping or not stripping, not a single case.

Q. It is your testimony that every container of Consolidated Express in 1968, '69, '70, '71 was stripped (564) and stuffed when it came to you? A. To the best of my knowledge, yes, sir.

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(571) The Court: Let's hear it once more. How would you do it, putting it back into the same container?

The Witness: You use pallets which are about four feet by four feet and there's a space between the boards so you can put the forklift. So you bring the pallet next to the containers and start putting packages on the pallet.

When you fill to the certain height you move it to the other side of the shed.

Then you come with the second pallet, do the same, move it.

When you finish emptying the container then you start bringing the nearest pallet to the container, stuff it in.

(572) Q. Well, if I understand you, that would require a palletized container, wouldn't it? A. No, we use our pallets only for this temporary storage and we put it back in the container without the pallet.

Q. But you're saying you wouldn't have to take everything out in order to put it back in? A. When did I say that?

Q. I'm not sure I understand. Captain, I'm only trying to understand how you say it it. You mean you take every strip of the cargo out of the container? During this period of time, from 1968 through 1972 prior to the Dublin rules, did you take every piece of cargo out of each of Consolidated Express's containers and put it on the dock? A. I never witnessed this operation full cycle, I never witnessed this operation.

Q. You never witnessed it for any container? A. For any container.

Q. And you are the chief operations officer? A. Yes, but this is a minor part of our operation. This is—

Q. How can you testify that this was done if you've never witnessed it? A. Because I trust the signature.

(573) Q. So your entire testimony before this Court, your entire testimony with respect to the stripping and stuffing is based on this signature? And by "this," I mean the second page. A. This and the other.

Q. You mean all the other second pages? A. Yes.

Q. And you've never—So, you have no knowledge as—none of your own personal knowledge as to whether it is possible to strip and stuff and put back into the same container?

Mr. Lambos: Objection, your Honor.

The Court: Overruled.

Q. Will you please answer the question? Would you like it read to you? A. Yes.

The Court: Read the question.
(The pending question is read back.)

A. You can acquire knowledge without seeing.
Q. Based on what people tell you? A. What people tell you and that's the kind of knowledge I have.
Q. And your knowledge is based on the second page? A. On the second page.
Q. Well, how did you get knowledge prior to the time (574) you stapled the second page on to the first page back before October of 1972? A. I don't follow.

The Court: What don't you follow? You've said that your knowledge is based upon having trust and confidence in the man who signed those sheets in the exhibit before you. You are being asked how, then, did you get the knowledge before you started this procedure of assembling these documents.
The Witness: Your Honor, this stripping and stuffing it was done to satisfy contract demands.
The Court: I understand that.
The Witness: We hired the labor which cost us money and we got the proof that this job was performed and we got other proof that we have never been fined. But I never got interested until recently to find out whether it is possible or not possible or whether it is difficult or easy. It just never occurred to me before. This was not in issue.
The Court: Are you basing part of your testimony on the fact that you've never been fined?
The Witness: Yes.
The Court: When did the fine system go into effect, do you know?
The Witness: I don't know when the fine system (575) came into effect but I know when we got fined first time was in 1973.

The Court: Yes, but that was for equipment. When did the fine system go into effect? Do you know? If you didn't strip and stuff?

The Witness: There was—before it was $250 fine and then it was changed into $1,000 but I really don't remember when this happened, when they changed it.

The Court: And the first fine figure you remember is two-fifty?

The Witness: Two-fifty.

The Court: You don't remember when that started, though?

The Witness: I don't, sir.

The Court: Didn't anybody ever tell you?

The Witness: I don't remember, your Honor.

The Court: Well, was it in 1964—19—Were you you in business in 1968? Did it start in 1968?

The Witness: As far as I can remember, your Honor, there was always $250 fine but—

The Court: All right.

The Witness: But I don't recollect.

The Court: All right. Go ahead, Mr. Silberman.

By Mr. Silberman:

Q. Did you discuss your testimony with anyone before (576) you came here today? A. It all depends what you call discussing. The first person with whom I talked about testimony was ILA, I think it was Mr. Thomas Gleason, Jr. He asked me if I would testify and my answer was that as long as you want me to tell the truth I testify.

Q. Who else talked to you? A. Then they asked me "What do you mean 'truth'?"

Q. No, I haven't asked you that question, Captain. I know you're prepared to answer it but I haven't asked you.

Who else talked to you about your testimony? A. When

Mr. Gleason asked me this question there was several ILA officials. Tom—it was Mr. Gleason, Sr.—

Q. Mr. Gleason, Sr., is the President of the ILA. A. President of the ILA, yes. This happened in ILA office and I believe there was Mr. Bowers.

Q. Who is Mr. Bowers? A. He is Executive Vice-President.

Q. Was there anyone else in the ILA offices when you were asked to testify— A. When I was asked? I don't recollect. There was more people later on but when they asked me I think that's all.

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(582) Q. Captain, would you pick out from file 55. See if I have this correct. 55 5 Ponce de Leon. A. 55 5 Ponce de Leon?

Q. Right. Do you have that before you now? A. Yes.

Q. Hold that, please, Captain.

How many different containers are in that package? A. Seven.

Q. Turn to the last one. What is the trailer number? A. The trailer number is 790498.

Q. I see. A. Here and here.

Q. And what is the seal number? A. 3113.

Q. That is the seal number placed by Consolidated Express, is that not correct? A. Yes, sir.

Q. Now, turn to your second page. What happened to that seal? A. The old seal was removed and the new seal was applied, number 39377.

Mr. Silberman: I would like to mark the exhibit. I think it is charging party 2, your Honor. The (583) document which I will have the witness identify. I show it to counsel in a moment.

(Document marked Exhibit C-2.)

Mr. Silberman: Handle it carefully, gentlemen. It's quite fragile.

Q. Captain, I show you a document identified as C-2 and ask you if you can identify it. It has on the top the TTT logo. A. Trailer interchange receipt and inspection report, San Juan, Puerto Rico.

Q. What is it, Captain? A. Trailer interchange and receipt is document which is like the receipt for the trailer signed by the trucker who picks it up in our terminal.

Q. Who makes it out? A. As far as I know, it is made up by the checker.

Q. Your checker? A. Our ILA checker in San Juan and is signed by the driver, should be signed by the driver.

Q. So they agree upon it, both the driver and the checker in San Juan, is that correct? A. Right.

Q. Now, I ask you whether that bears any relationship to the container that you have previously identified from the documents which have been put into evidence and (584) which we have just referred to as—how did we refer to that? You have it there before you. Is this the one we had? I asked you to hold onto it. Is this it? A. Yes.

Q. Yes, it is the van number 790498.

How else do we describe this? It's a document referring to the vessel Ponce de Leon 555 Consolidated Express, the one which you describe the seal 3113, which was, according to the records, removed as consolidated Express' seal and a new seal put on 39377.

That all happened, according to your testimony, in these documents in New York, is that correct? A. Correct.

Q. This is an outbound cargo to San Juan, is that not correct? A. Yes.

Q. Would you explain to me or to the judge what seal number is on there?

The Court: Now you are referring to C-2?

Mr. Silberman: Yes.

The Court: What number is on C-2?

The Witness: On C-2 there is a TTT seal 39377. Also it says seal number 3113. There are two seal numbers.

The Court: Why?

The Witness: I have no idea. I can only (585) speculate that maybe they took the seal number from the bill of lading. But this is speculation, your Honor.

The Court: Don't you know the procedures within your company?

The Witness: In Puerto Rico, not in little detail like that, your Honor.

Q. Captain, doesn't this show that what TTT did was put its seal alongside Consolidated Express' seal?

Mr. Lambos: Objection, your Honor. I think the witness—

The Court: Overruled.

A. It could be. There were two seals, or it could also mean that one—that they entered the wrong number.

Q. By wrong number you mean—

The Court: Don't interrupt the witness.

Mr. Silberman: I beg your pardon.

A. They entered the wrong number and they put another number.

Q. Which is the wrong number? A. The wrong number is the one which is on the bill of lading.

Q. The old one which was removed in New York? A. Right.

Q. How could they have put that number on in San Juan if the seal was removed in New York? (586) A. Because they probably used the bill of lading which has the old number first seal.

Q. What are they supposed to look at with the interchange report when they fill it out? A. They have a deliver (*sic*) order.

Q. Are they supposed to look at the container itself? A. Yes, they do.

Q. And the ordinary business properly read would show that that container had both seals on it, isn't that correct? A. This would be the first impression, yes, that it has two seals.

Q. Captain, wouldn't there be a way in which you could avoid problems with the ILA simply by putting your seal number on a container alongside Consolidated Express' seal number, therefore, you wouldn't even have to strip and stuff, but you could report if it was stripped and stuffed? A. I don't agree. The only way to satisfy ILA is to hire the labor and strip the container.

Q. You mean and then leave it up to them as to whether they strip and stuff, is that correct? A. There is no other way doing it.

Q. In other words, you wash your hands of the (587) responsibility. The ILA is responsible as far as you are concerned, the ILA employees for stripping and stuffing, is that not correct? A. Definitely responsible for it.

Q. And you don't feel that you are responsible? A. I don't quite understand.

Q. I am saying, Captain, as I thought you were, that what you do is hire ILA labor and then it is their responsibility as to whether containers are stripped or stuffed, isn't that correct? A. That's correct.

Q. It is not your responsibility? A. Not my responsibility.

Q. Not TTT management responsibility? A. That's correct.

(588) The Court: Let me see that document, C-2.

Q. But it is clear, Captain, that if the container is stripped, according to your business practice, the seal number should be broken and taken off; isn't that correct? A. The seal has to be broken.

Q. If the container is stripped? A. If the container is stripped.

> The Court: Captain, at this period of time, as the stuffing and stripping was being carried out, as you understood it, were your people taking all of the goods out of the container that you received from Consolidated Express and putting them into another container?
>
> The Witness: Not in October, your Honor.
>
> The Court: When were you doing that?
>
> The Witness: We started doing it when we got the official notification from the New York Shipping Association that the rule has been changed and now we have the right to stuff it in the same container. We had to stuff it in a different container. This happened some time in March of 1973.

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(600) Q. Now, would it not be true accordingly, and I believe you testified to this, that you have never personally seen the stripping and stuffing of a container at TTT, that you specifically knew was in some way connected with Consolidated or any other consolidator? A. That's correct. When I seen the stripping operation I did not know which consolidator it is, that's correct.

Q. So based on your personal knowledge or upon your personal experience, you don't know if Consolidated-

shipped containers were actually stripped and stuffed. You haven't experienced that specifically? A. Personally you can say that I didn't.

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(603) Q. You also testified that that many men would fall over each other in the process, did you not? A. They would be in each other's way.

Q. And such an arrangement could be dangerous, too, could it not? A. You could say it, yes, sir.

Q. Then your testimony is "Yes"? A. Yes.

Q. In fact, Captain, isn't it a fact that you have never personally seen eighteen men or a like number assigned to strip and stuff a single container? A. No, I haven't seen.

Q. Now, until about a week ago who was performing the work of stripping and stuffing or any such—strike that, please.

Until about a week ago, sir, who was actually performing stevedoring work for TTT? A. We had McGrath Stevedoring.

Q. And they were the direct employers of the stevedores who worked for—performed services for TTT, is that correct? A. They were direct employers of stevedores, yes.

Q. They—and the persons who directly worked for McGrath were members of the ILA? A. That is correct.

(604) Q. Now, then, how was McGrath paid by TTT? A. Yes. McGrath was submitting to us number of hours which we had—we always confirmed on a daily basis and then they added certain amount for overhead and profit to —according to number of hours for work.

Q. I see. Now, is that what is known as cost-plus? A. That's a cost-plus, yes, sir.

Q. So, then, to restate that, is it your testimony that McGrath would submit to you their cost-plus manpower allowances and the like? A. Yes, yes.

Q. I see. And so the greater number of man-hours that were claimed by McGrath would be representative of greater sum of money that TTT would pay them, is that correct? A. That is correct.

* * * * * *

(630) Q. Captain Szolkowski, will you explain to the Court the record procedure which TTT utilizes or utilized in the year 1972 with respect to the documents that you receive when (631) a container is brought to you from a shipper, what you do when the container is—what documents will show what you did, what documents are made up when the container reaches Puerto Rico, and any other documents which embody that transaction, that is to say by "transaction" I'm referring to the receipt of the container, the shipment, to its consignee and your billing process, if necessary. A. When a container is brought to the terminal dock receipts serves as a receipt for the goods from the delivering trucker and also is a foundation to make the bill of lading.

The bill of lading is made in our TTT main office on the strength of this dock receipt. The bill of lading is used to bill the customer for the services and also bill of lading is sent by air to Puerto Rico because this is notification that this cargo is coming on a vessel.

And then they notify consignees to pick it up.

When the consignee sends a trucker he has to identify himself by so-called delivery order and the trailer is given to him and our receipt that we deliver trailer to trucker is a TIR.

The Court: All right.

Q. Now, the two groups of documents which you've identified previously are the dock receipt which is the initial document that you— (632) A. That is correct.

Q. —make out, and the trailer interchange receipt and inspection report, which is the last document. A. That is correct.

Mr. Silberman: The dock receipts, your Honor, are embodied for the months of October, November and December in Respondent's Exhibit 13. These dock receipts refer to September. If your Honor would wish, I am prepared to put in all of the dock receipts and all of the interchange reports we have for the entire year. The difficulty is the time that it takes in order to match the interchange report with the dock receipt. But I do have—

The Court: Let's deal with the dock receipts that comprise the one offered exhibit.

Mr. Silberman: Excuse me, your Honor.

The Court: What do they refer to? Let me see them.

Mr. Silberman: All right.

The Court: This is what, Charging Party 4?

Mr. Silberman: Yes—no. Yes. Yes, that is correct. Here they are. They refer to a particular sailing.

The Court: Now, do these represent all of the Consolidated Express containers, to your knowledge, that were by at least dock receipt scheduled to sail on the Ponce de Leon, Voyage No. 53-11?

(633) Mr. Silberman: May I ask my associate who's been putting the documents together?

The Judge's question is do these represent all of the dock receipts for that particular sailing of the Ponce de Leon, dock receipts of Consolidated Express?

Mr. Robbins: All of the dock receipts provided to us by TTT pursuant to our request.

Mr. Silberman: That's right. We've asked them for the documents, your Honor, and we've been

working on them this morning trying to get them in order.

The Court: All right.

Do you recognize each one of these dock receipts as being typical in form to the dock receipt that your company prepared in the ordinary course of business for a particular sailing on a container?

* * * * * *

(643) Q. Captain, to resume where we were, I show you documents which are marked both Charging Party 3 and Charging Party 4. Charging Party 3 being the Trailer Interchange and Inspection Reports and Charging Party 4 being the dock receipts.

Now, would you identify for the Judge what voyage we are referring to or what voyage the documents refer to? A. The dock receipt indicates Ponce de Leon Voyage 53-11.

By the Court:

Q. What was the date of that sailing, Captain? A. We could find the date of the sailing in the terminal manager log.

The Court: What is the exhibit number of that, of the log?

Mr. Schwarzbart: This was petitioner's 20 for identification, your Honor.

(Exhibit handed to the witness.)

By Mr. Silberman:

Q. Does this cover the month of September, Captain? A. It should. The vessel sailed on September 14th at 7:30 p.m.

(644) By the Court:

Q. September 14, sir? A. I'm sorry. September 15 at 6:10 p.m.

Q. September 15 at 6:10 p.m.? A. 6:10 p.m.

Q. That would be indicated on your log as 1810? A. 1810.

The Court: All right. Thank you.

Go ahead, Mr. Silberman.

By Mr. Silberman:

Q. Now, Captain, if you would resume?

You've already described what the dock receipts show or at least what the first of this group of dock receipts show.

Now, can you find a comparable interchange receipt and inspection report amongst the documents labeled as C-3? A. This is the interchange receipt for the same trailer number.

Q. You are referring to the first page of C-3? A. This is not the first page. It's the second page.

Q. The first page of the documents clipped together, so the record will show. I'm sorry, Captain.

The Court: The top document of what is referred (645) to as C-3?

Mr. Silberman: That's correct, your Honor.

The Court: All right.

A. It's the same trailer number was delivered to customer on September 19th. I don't see any time.

The Court: Delivered to the customer in Puerto Rico?

The Witness: In Puerto Rico.

The Court: All right.

Q. On September 19th? A. On September 19th.

Q. Now, look at the seal number in the dock receipt and read that? A. On the dock receipt seal number is 2955 and the interchange is 2955.

Q. What does that mean to you? What do those documents show you, then? A. The main thing they show me, that the trailer was delivered to customer.

Q. I understand. But with respect to the seal number. It is the same seal number? A. The same seal number.

Q. That is the seal that Consolidated Express put on its container; is that correct? A. Yes.

(646) Q. By that I'm referring to 2955. A. That's correct.

Q. Does your trailer exchange show that the same container with the same seal number was delivered? A. It does.

Q. In Puerto Rico? A. It does.

Q. Let's go on to the next document within that group for that particular sailing in September.

(647) Examination by the Court:

Q. Before we do that, Captain, under the procedures in your company at that time, on September 15th, the fact that the same seal number appears both at the front and and at the end of the transaction, what does that indicate?

It indicates, first of all, of course, that there was not a second seal put on as was true of the documents that you testified to last week for the months of October, November and December; is that correct? A. Yes.

Q. Now, secondly, if the initial seal, 2955, had been broken in September, what then would have been the procedures in your company? A. Well, if the seal was broken we would put a different seal, supplied by us, and—

Q. But that would have a new number on it, wouldn't it? A. It would have a different number.

Q. So the fact that the same seal number appears lends itself to the inference that the seal was not broken; isn't that so?

* * * * * *

(648) By Mr. Silberman:

Q. Would you examine the next dock receipt in the group described as C-4 and the next interchange report which corresponded to that dock receipt? A. It's the same situation.

Q. By "the same situation," what do you mean? A. The same seal number on both ends.

Q. I see.

The Court: What is the seal number on that?

Q. What is the seal number? A. 2947.

Q. Now, would you turn to the third document or the third dock receipt and the third interchange report? A. The seal number is 2945 on both documents. No, no. Here is a different number.

By the Court:

Q. Let me have that, now. That is the third document down; is that right? A. Right.

Q. That indicates on the dock receipt Seal Number 2945? A. 2945.

Q. All right. And the TIR, if I may call it that, is what? A. It says "2954."

(649) By Mr. Silberman:

Q. You mean the last two numbers are transposed, "45" to "54"? A. Yes.

The Court: He doesn't know whether they are transposed.

Mr. Silberman: I'm sorry, your Honor. I didn't mean that.

The Court: I understand what you mean.
The last two numbers are different?
The Witness: There is a mistake.
The Court: All right.

Q. Your seal numbers, TTT seal numbers—

The Court: Now, there is nothing, as I think I may have indicated last week—there is nothing that destroys a digestive system more quickly than being a trial lawyer. You never know what is going to happen next when a witness is on the stand.
Mr. Silberman: I noticed—
The Court: Go ahead, Mr. Silberman.
Mr. Silberman: I will try to, your Honor.

Q. I noticed with respect to the dock receipts in Respondent's Exhibit 13—and I may be incorrect, but the ones I noticed all—the TTT numbers were all five-digit numbers. (650) A. That is correct.

Q. Are all TTT numbers five-digit numbers, the seal numbers? A. Recently. They change. But recently they are five-digit.

Q. What does "recently" mean? How far back? A. Since we ordered certain batch of numbers. We order by 5,000.

Q. Do you remember when that was? A. No. No, sir.

Q. Well, let me put it this way: You said a moment ago that this two—I think what you said was the 2954 on the trailer interchange represents a mistake, but that you know that is not a TTT number? A. No, sir, no. I meant a different mistake.

Q. What was the different mistake? A. That you shouldn't bring these two documents showing different numbers.

(651) Q. Oh, I see what you mean. What you mean is that the trailer interchange report ought to reflect the same number as in the dock receipt? A. That's what you did and this you shouldn't bring.

Q. I'm just bringing the documents as they've been (*sic*) to me by TTT. I'm trying to determine whether this is a significant difference on the trailer interchange report when it says "2954" whereas the number on the dock receipt is "2945."

Does that—is there anything that suggests the numbers were transposed by mistake? A. Could be. Definitely.

Q. Is there anything that suggests that to you by the fact that is a four-digit number rather than a five-digit number? A. It suggests by being four-digit number—it suggests that it is a Consolidated seal, Consolidated Express seal.

Q. On the interchange report? A. On the interchange report.

Q. Thank you.

Would you turn to the next—

By the Court:

Q. By the way, will you explain to me something? On that TIR that you have just had in front of you, that (652) has the 2954 number on it, when is it indicated the consignee accepted delivery? A. Consignee accepted delivery on September 19, 1972.

Q. And the 2945 dock receipt that was scheduled again for sailing, as has been indicated earlier, on September 15, is that correct? A. That's correct.

Q. Would be four days—well, put it in these terms.

How long does it take, assuming the ship sailed at 6:10 p.m., knowing the speed of your vessel? What is the ordinary time for that trip?

Q. 60 hours. 60 hours. The ship sails on Friday, six p.m. Is there Monday, eight o'clock in the morning. Two and a half days.

Q. And then because of your sailing schedule it would have had to be that these particular trailers did in fact go on the vessel that they were scheduled to be on September 15. Because of the separation the next sailing would not get them there for delivery to the consignee on the 19th; is that correct?

* * * * * *

(655) Q. Captain Szolkowski, I believe when we adjourned for the recess you were at the point of identifying and discussing that dock receipt and trailer receipt which both have seal No. 2954; is that correct? A. That is correct.

Q. There is such a pair? A. There is such a pair.

Q. What is the date of the dock receipt and the date of the trailer receipt? (656) A. The date of the dock receipt is September 15th and the date of the interchange is September 19th.

Q. That's right. Now I turn to the last one of the group and ask you to identify the dock receipt and if there is a pair—that is to say—a corresponding trailer receipt— A. Yes, there is a pair with the Seal Number 2943.

Q. Does that reflect the same thing—that is to say, with respect to that dock receipt as that trailer receipt? A. This trailer was received on September 13th and delivered on September 19th.

Q. It was part of the same shipment? A. Same shipment.

Q. All right.

Mr. Silberman: Your Honor, I should like to offer for evidence now Charging Party's Exhibit C-3 and C-4 which constitute the dock receipts and

trailer exchange receipts for 53-11 which is one sailing in the month of September by TTT.

In order that your Honor should know, taking advantage of the recess you gave us, we have gone over as quickly as we could TTT's documents, compared them with what we had and we should like to offer at the same time the entire "53" series, 53-1, 53-3, 53-5, 53-7, 53-9, 53-13 and 53-15 (657) which constitute all of the containers received by Consolidated Express in the month of September in Puerto Rico.

It includes some that were delivered in late August. But this is one complete series. I should like to submit them into evidence and I should be delighted to show them to counsel.

Prior to our initial examination I had only time to put together one sailing. I now have the entire month of September.

Now, of course, your Honor, my offer of proof on this is that they will be the same for whatever periods they have records; that is, TTT has records, going back for a period prior to October 1st through the balance of 1972, 1971, 1970 and 1969 or 1968, too.

I don't wish to overload the record on this and I should be quite willing to put in what either your Honor counsel regard is a representative sample as we get them from TTT.

I somewhat leave that to both counsel's pleasure and your Honor's pleasure.

By the Court:

Q. Captain, as to the exhibits that were put before you —I'll refer to them as Charging Party's Exhibits 3 and 4 —they showed in each instance that was read to me, at

least, that the same seal number that was on the package when it left was there when it arrived. You indicated in (658) response to my questioning that in terms of the conduct of TTT's business this would mean that the seal had not been broken. It, of course, follows like the night the day, then, does it not, that there was no stuffing and stripping as to those particular containers? A. Yes, sir, your Honor.

Q. Allright. I am, of course, struck by the difference between that procedure as exemplified by Charging Party Exhibit Nos. 3 and 4 and the procedures you testified to that were exemplified by Respondent's Exhibit 13. Those were the documents for October, November and December.

So I ask you now with respect to Charging Party's Exhibits 3 and 4 how do you account for that taking place in September; no stuffing and stripping on those several containers? I've forgotten how many there were but approximately six, I guess. (659) A. There is one fact, your Honor, that I did hire labor for the purpose of stripping and stuffing, but from this record it appears that these trailers were not opened. But it doesn't mean, your Honor, they were the only trailers in the terminal. We had more consolidators of different shippers.

Q. Right. A. So the stripping and stuffing was going on in the terminal but somehow these trailers were not opened.

Q. All right.

Is it reasonable to assume that based upon your knowledge of the business, that what is true as demonstrated by Charging Party's Exhibit 3 and 4 that the same thing may well have occurred with Consolidated Express trailers before September of 1972?

Put another way, would you be shocked or amazed if they were to produce further exhibits— A. I would.

Q. —that were consistent with these exhibits? A. I would, your Honor.

* * * * * *

(672) By Mr. Lambos:

Q. Captain, I show you Respondent's Exhibit R-14 for identification and ask you to tell me what the first document is. A. The first document is a dock receipt made on the 23rd of February. It's a receipt of the trailer number, 790411; shipper, Consolidated Express; and it was received at 3:06 p.m.

Q. On what date? A. On February 23rd.

Q. Now, is there attached to this dock receipt another document? A. Yes, sir, there is a tally sheet.

Q. Now, would you read the inscription on the tally sheet? A. It says "This container was stripped and restuffed per ILA contract agreement. No count required. Any cargo that is not able to be replaced in the container must be reported immediately. Checker's Signature." I can't read it.

(673) Q. You can't—the checker's signature is— A. I can't—

Q. —illegible? A. Illegible.

The Court: How many copies—excuse me just a minute.

How many copies of such a tally sheet are made up? I don't think the record establishes that, or if it does I have forgotten it.

Captain? Referring to that exhibit, Respondent's 14 that you just looked at.

Pick it up again, will you.

The Witness: As far as I know, your Honor—

The Court: Referring to that tally sheet.

The Witness: —just one, your Honor. As far as I know.

The Court: What I'm getting at is this, that tally sheet after it's completed is attached or was

attached in February of 1972 to the docking sheet—dock receipts, rather?

The Witness: Yes, your Honor.

The Court: And does any notice of the tally sheet having been prepared go to the carrier here at Consolidated Express? In other words, do they get a copy of that with any of their documents?

(674) The Witness: No, your Honor. This is just to satisfy ILA contract.

The Court: I see.

The Witness: We never give it to customers.

The Court: All right.

Go ahead, Mr.—

The Witness: We never make any copies. This is original.

The Court: Go ahead, Mr. Lambos.

By Mr. Lambos:

Q. Captain, I show you the dock receipt and ask you whether the dock receipt contains the seal number that was on the trailer when the container first came into your terminal? A. Yes, sir. The seal number reads 2436.

Q. Now, I ask you to turn to the tally sheet and ask you whether there is a seal number shown on the tally sheet? A. The seal number listed here is 8120.

Q. Does that indicate a changed seal number, Captain? A. It does.

Q. Captain, I show you the second document which is a part of respondent's Exhibit 4 for identification and ask you—

(675) The Court: 14?

Mr. Lambos: This is respondent's 14 for identification.

The Court: All right.

Mr. Lambos: For the record, respondent's 14 for identification is composed of four dock receipts and attached tally sheets, your Honor.

The Court: All right.

I think after you get done using them staple them all together if they're all one exhibit.

Mr. Lambos: Yes.

The Court: All right.

By Mr. Lambos:

Q. Would you go through the second dock receipt and tell me what container number— A. Container No. 790477, seal number on receipt 2430. On the tally sheet container No. 790472—

The Court: 472 or 477?

The Witness: It looks like 2 here, your Honor.

The Court: The other one was 7, was that it? 477 on the dock receipt?

Mr. Lambos: That is correct, your Honor. It shows 790477 on the dock receipt and there is something that looks like a 2, although the other digits are correct.

The Court: Could be a 7, Captain?

(676) The Witness: I would say it's 2, your Honor.

The Court: All right.

By Mr. Lambos:

Q. And is there a changed seal number— A. The seal is listed as 8022.

Q. Now, does the number 8022 also appear on the dock receipt itself? A. It does not. Oh, this is dock receipt number.

Dock receipt number is the same as the seal number.

Q. I asked you to look at the place where the dock receipt number is, Captain. Is there a typewritten dock receipt number? A. Oh, yes. There is a typewritten number 101 and then in ink 8022. And this is the same number as the seal on the tally sheet.

Q. Captain, I show you the third document in respondent's Exhibit 13 and ask you, again, to give us the trailer number, the shipper, the seal number on that document and the new seal number on the tally sheet. A. On the dock receipt we have trailer number—there was a different trailer number then they corrected it and put 790521. The same number is here signed by the checker and seal number is 2431.

On the tally sheet trailer number is 790521 and (677) the seal 8059 or 54. 59 I would say, your Honor. 8059.

Q. I show you the fourth document in respondent's Exhibit 13 and ask you to do the same for this document.

(678) Mr. Silberman: I'm sorry. Did he offer that in evidence? Mr. Lambos's voice is so moderate that I sometimes miss what he says, your Honor.

Mr. Lambos: I apologize and I'll raise it.

A. The shipper is Consolidated Express, Trailer No. 790683, Seal Number 2433. This was on the dock receipt.

On the tally sheet Trailer No. 790683; dock receipt—where it says "Seal" it says dock receipt 3101.

Mr. Lambos: Your Honor, I offer Respondent's Exhibit 14 in evidence.

Mr. Silberman: I object, your Honor. I object on the ground that it becomes perfectly apparent as we go through this proceeding that the second sheet, the tally sheet, may very well, as the evidence has shown,

vary from the interchange report which was received in Puerto Rico.

So I think from henceforth we should try to produce only those pairs which show both the dock receipt and the interchange report or the bill of lading which is issued after the shipment is completed. I have in my hand as I've been going through TTT's documents a perfect example of precisely that situation where we happen to have the interchange report. We don't have them for February and that's why we can't check them, the one counsel is referring to. But I have one in my hand which is Voyage No. 49-3 and there's a tally sheet connected and it says on it, "This container (679) was stripped and reloaded, no exceptions." And it shows a change in the seal number and, sure enough, the trailer interchange receipt and inspection report shows the original seal number, not the change.

The Court: May I see those, please?

Mr. Silberman: Certainly.

The Court: Just hand them to Miss Costello, here.

Mr. Silberman: I have three more, incidentally, your Honor, for the same voyage with the same peculiarities.

(Pause.)

The Court: What is the next charging party exhibit number?

The Clerk: 8.

The Court: Mark that first—I first give you two documents, dock receipt and tally sheet stapled together and ask that you mark that Charging Party Exhibit No. 8.

(Exhibit C-8 was marked for identification.)

The Court: The record can reflect that that refers to Trailer No. 790556.

Now, I give you and ask you to mark as Exhibit 8-A what purports to be a TIR for the same trailer.

Let me have the documents back, please, as soon as you have marked them.

(Exhibit C-8-A was marked for identification.)

(680) The Court: Captain, I am confused. Here is Exhibit C-8 and that refers to a shipment of a trailer No. 790556 containing Seal 2252, Consolidated Express as the carrier, consigned to Puerto Rico to go via your vessel, Eric Holzer, on Voyage 49-3. Is that correct?

The Witness: That is correct, your Honor.

The Court: It further appears, if I understand the legend correctly, that on April 28, 1972, at approximately 10:00 a.m. this trailer was received at your gate. Am I right so far?

The Witness: Yes, your Honor.

The Court: All right. Now, we then turn to the second document in this exhibit, C-8, and that is the so-called tally sheet, is it not?

The Witness: Tally sheet.

The Court: Now, that indicates that the container is the same, 790556.

The Witness: Yes, your Honor.

The Court: But that the container was stripped and reloaded, no exceptions, no damages, all cargo intact, signature and then somebody signed it. Who is that? Do you recognize who that is?

The Witness: No, I don't.

The Court: All right.

It also indicates a Seal 45528.

(681) The Witness: Yes, sir.

The Court: Now, what would that mean, that the —after the stripping and reloading, according to the

tally sheet, if that is to be believed and accepted, there was a new seal put on bearing No. 44528?

The Witness: That's what it indicates here.

The Court: And that's a seal number that would be consistent with the numbers that were being used by TTT at or about that time?

The Witness: Yes, sir.

The Court: All right.

Now, still addressing myself to the tally sheet of this exhibit, it says in the column D/R No. 847. What does 847 refer to?

The Witness: It should be Dock Receipt 847—

The Court: What does that refer to?

The Witness: This document.

The Court: Meaning the first document of the two?

The Witness: Of the two.

The Court: The dock receipt itself?

The Witness: Yes.

The Court: Now, the tally sheet says 847 but there is no 847 on the dock receipt, is there?

The Witness: No, it's a different number.

(682) The Court: The dock receipt says 8217. Can you explain how that happens? Is that just a —explainable by a clerical error?

The Witness: That's the only explanation.

The Court: Is there any explanation to be found in this suggestion that the 847 on the tally sheet refers to some other docket receipt?

The Witness: It should not because the trailer is listed here.

The Court: Because the container number is consistent with that on the dock receipt but the dock receipt numbers are not consistent, is that correct?

The Witness: That's correct, your Honor.

The Court: All right.

Now, assuming for the moment, however, that this 847 is—let's say it's a mistake, that it should have been 8217 but an error was made so that this tally sheet—

The Witness: It is 8217, your Honor.

The Court: I think you're right. I think you're right.

The Witness: It's just quick.

The Court: I think it's—these numbers in the arrangement are completely consistent with being 8217 rather than 847. You can take a look to see if you agree with the captain and I.

(683) Now, it's clear then that according to your records this tally sheet does belong with that dock receipt.

The Witness: Yes, your Honor.

The Court: Now, this then, were you to see only these two documents, would lead you to conclude that there had been stripping and stuffing?

The Witness: Yes, your Honor.

The Court: The old seal taken off and the new one put on, correct?

The Witness: Yes, your Honor.

The Court: Now, to complete the story you would want to see the TIR in Puerto Rico, wouldn't you?

The Witness: Yes, your Honor.

The Court: All right. Now, that is as you heard, marked now C-8A.

You would ordinarily expect to find on this TIR this seal number, wouldn't you, 44728, if, in fact, the tally sheet was accurate?

The Witness: Yes, your Honor.

The Court: All right. Now, what seal number is on that?

The Witness: 21—213094.

Mr. Silberman: No, that's the—

The Court: That's not the seal number of the shipment in, is it?

(684) The Witness: This is seal number.

The Court: What is this seal number over here?

The Witness: Oh, this is also seal number.

The Court: And what's that number?

The Witness: 2552.

The Court: And what is that consistent with, the tally sheet or the dock receipt?

The Witness: With the dock receipt.

The Court: How do you explain that?

The Witness: I cannot explain it.

The Court: Isn't it explainable only on the basis that the tally sheet is inaccurate?

The Witness: That's the indication, your Honor.

The Court: All right.

* * * * * *

CONEX Transcript, Volume V, dated August 29, 1973.

(694) MICHAEL J. NICHOLAS, called as a witness by Respondent New York Shipping Association, being first duly sworn, testified as follows:

Direct Examination by Mr. Lambos:

(694) Q. Mr. Nicholas, by whom are you employed? A. Sea-Land Service.

Q. How long have you been employed by Sea-Land Service? A. Since August of 1963.

Q. Could you give us your present title? A. Manager of Elizabeth Cargo Operations.

Q. Would you describe the functions of your office, please? A. I am responsible for the pier operations in Sea-Land Service in Elizabeth, New Jersey.

Q. Mr. Nicholas, does Sea-Land Service have stuffing and stripping sheds at the Port Elizabeth facility? A. Yes, sir.

Q. Could you tell us how many sheds there are at that facility? A. There are two operating terminals.

Q. Is one of those terminals used in the Puerto Rican and Caribbean Service of Sea-Land? A. Yes, sir.

Q. Does Sea-Land employ longshoremen, checkers, clerks, (695) and other employees covered by ILA collective bargaining agreements at these stuffing and stripping sheds? A. Yes, they do.

Q. Could you tell us how many employees on the average are employed at the Puerto Rican and Caribbean services stripping sheds— A. There are approximately 135 longshore personnel employed daily.

Q. Now, could you describe for us the functions that are performed at the stuffing and stripping sheds? A. Well, the shed itself consists of—Would you want me to describe the facility?

Q. Well, tell us—Yes, would you describe the facility generally, please? A. The shed consists of 168 doors, a thousand eighty feet long by a hundred feet wide; encompassing a rail unloading siding, a receiving platform, delivery platform. The longshoremen working in the particular terminal receive platform on occasion and stuff LTL containers moving to Puerto Rico.

Q. Now, do they also receive and stuff other types of cargo? A. Yes, sir. Any—We receive truckload cargo, reefer cargo and we have also received and handled cargo from consolidators in the New York area.

(696) Q. Now, could you tell us what the procedure is when a container comes into the Sea-Land facility at Port Elizabeth, starting with the gate and working the containers away through to the ship? A. Well, cargo—all cargo in Sea-Land containers is received at our truck operations building, which is a quarter of a mile from the general cargo terminal—the general cargo building, and Building 122 are one and the same. The cargo is received at the gate, processed by a checker who, in turn, sends the paper work into a receiving clerk. He checks the papers for accuracy, the trailer is weighed, the trailer is then assigned a spot in our yard.

The paper work goes inside for processing. The yard location is then furnished down to the Marine Department.

When the particular vessel that it is booked for comes or arrives it discharges and the containers are then picked up and loaded on the ship.

Q. Now, could you tell us what the procedure is when a container containing consolidated cargo enters the pier—

The Court: Consolidated Express cargo or consolidated lower case?

Mr. Lambos: Any consolidated—

The Court: Any consolidator's—

Mr. Lambos: A consolidator's trailer.

(697) A. The trailer is actually processed the same way, it comes to the gate, the paper work is received by a checker and it goes inside to the receiving clerk. If it is a consolidator's cargo he holds the paper.

(698) Q. By "he" you mean— A. The receiving clerk. The container is then driven to the yard location assigned as any other container would be assigned. But the paperwork is held. The receiving clerk at that time calls the stripping shed who dispatches a tractor, an ILA tractor driver, to pick the box up, bring it back to the stripping shed and strip and stuff it into another container or into the same container.

Q. Now, when the container gets to the stripping shed what is the normal practice with respect to the number of men who work on that container? A. Well, normally, it would depend on the necessity or the amount of time we have to work it prior to its making its scheduled sailing. It can vary up to anywhere from four longshoremen, a checker and forklift operator up to the basic needs of what is required to get the box done.

Q. Now, is it your testimony that if you do not have sufficient time you would assign a greater number of men than the four men normally working in the stuffing and shipping of a single container? A. If required.

Mr. Silberman: Your Honor, I object on the grounds that counsel's questioning is not precise with respect to the time. There is no dispute in this case that (699) at present Sea-Land as well as other carriers are, quote, stripping and stuffing. That isn't in issue.

His questions are not precise as to what time frame he is establishing.

The Court: Establish a time period. Put a time in your question, please, Mr. Lambos.

By Mr. Lambos:

Q. Mr. Nicholas, with respect to the description that you have given of the work being performed, I would ask that you restrict yourself to occurrences prior to January 1, 1973.

Now, is there anything that you have now testified to up until this time that was not a fact prior to January 1, 1973? A. Well, the only thing that I can recall is that prior—I don't know whether I can really state whether it is prior to January 1, 1973, but the cargo was stripped and was put back in the same container and which it is not being done. Now we are not giving boxes to consolidators. When we were giving cargo it was swung from one container to another.

Q. When you testified, Mr. Nicholas, that when a consolidator's container came through the terminal, you were referring to the period prior to January 1, 1973? A. That's right.

(700) Q. Now, how long has this practice of stuffing and stripping the containers containing Consolidated cargo—how long has that practice been continuing, Mr. Nicholas? A. Well, I would have to speak for my own personal knowledge. I became involved in the operation in approximately 1966 and the stripping and stuffing was occurring at that time.

Q. And was the practice that you referred to with respect to the sending of the consolidator's box to the stuffing station the same practice in 1966 as it existed in 1972? A. Yes, sir.

Q. Now, Mr. Nicholas, do you know why Sea-Land has been stuffing and stripping the boxes of Consolidators since at least 1966 to your knowledge? A. Well, basically it is a union problem in that the ILA insists on the handling of consolidated cargo within the fifty-mile radius by ILA personnel.

Q. Since 1966 has Sea-Land had stuffing and stripping facilities at Port Elizabeth? A. Yes, sir.

Q. Mr. Nicholas, you are here under subpoena, are you not? A. Yes, I am.

Q. Did you at my request pull out your short form (701) bill of lading and container manifests for the months of October, November and December, 1972? A. Yes, I did.

Q. Do you have the original documents here? A. Yes, I do. I believe they are on the table there.

Q. Mr. Nicholas, I show you the following documents and ask you whether these are not the original documents containing the container manifests and dock receipts relating to the containers of Consolidated Express moved through the Sea-Land facilities in the months of October, November and December, 1972? A. Yes, these are them.

Mr. Lambos: Your Honor, prior to marking them for identification I should like to say that I had not received these originals until this morning. I do have a photocopy. I would like to have the photocopy marked for identification and during the recess duplicate sufficient copies so that the Court, the clerk and other counsel may have copies of these documents.

The Court: Any objection to proceeding that way, gentlemen?

Mr. Silberman: No objection to that, your Honor.

Mr. Schwarzbart: No objection.

(702) The Court: All right.

Are you going to mark them all as one exhibit?

Mr. Lambos: I would think as we did with respondent's 13, we ought to mark them all as one exhibit. In the recess we will also number them consecutively so that each document may be easily handled.

The Court: All right.

Well, you will mark them all as one exhibit, then. You will determine the total number of pages represented and then fill that in the record, will you, tomorrow?

Mr. Lambos: Yes, your Honor.

Respondent's Exhibit 15, your Honor, would consist of a total of 113 different documents relating to 113 containers and would in most cases contain the dock receipt or—I'm sorry—the bill of lading and the container manifest.

The Court: All right. A total of 113 pages?

(703) Mr. Lambos: No, your Honor. There would be 113 containers involved. The pages numbers would be at least twice that.

The Court: All right. You will number them consecutively.

Mr. Lambos: We will number them consecutively.

The Court: Very good.

(Respondent's Exhibit 15 was marked for identification.)

Q. Mr. Nicholas, I show you the first page in Respondent's Exhibit 15 for identification and ask you whether you will describe this document and tell the Court what entries are made on this document and the reason for its being kept. A. This is the working copy, Sea-Land's document, called a Container Manifest. It is made up when the truck arrives—the trailer arrives at the truck operations building by the receiving clerk. He fills in all the basic information necessary under each particular category.

When he sees that it is a consolidator's load the document or the dock receipt, which is a copy similar to this

document, and the container manifest is held. He calls the stripping station. The document that—the dock receipt and the container manifest are being held at the receiving clerk. The driver from the stripping station comes over and picks up the container with the two documents. The (704) container is then brought back to the stripping facility. It is stripped and stuffed and the seal number on the container manifest, indicating the original seal coming in from the consolidator, is then changed and noted on the manifest itself with a Sea-Land seal.

Q. Now, I show you this first document and ask you—strike that, please.

I show you the second document in Respondent's Exhibit 15 for identification and ask you to describe to the Court what this document is. A. This is a copy of the dock receipt which accompanies the trailer from the particular shipper to Sea-Land indicating this particular document as being a Consolidated Express load consigned to Consolidated Express.

The Court: In other words, that is prepared by the carrier?

The Witness: Yes, your Honor.

Q. Now, would each of these documents for each of these 113 containers indicate whether or not there was a seal number change? A. Yes, they do.

Q. And if there was a seal number change, what would that indicate to you, Mr. Nicholas? A. It would indicate that the freight was stripped from the container.

(705) Q. Overnight I examined the 113 different container numbers and I find that there are four containers on which the seal number is the same and has not been changed. What would that signify to you? A. Evidently a load that got through without coming to the stripping shed for stripping.

Q. Now, as far as you know, Mr. Nicholas, is there before the Court all of the containers that were offered to Sea-Land by Consolidated in the months of October, November and December? A. Pardon me? Would you repeat that?

Q. Yes. Do we have before us now all of the containers of Consolidated that moved through Sea-Land for the months of October, November and December? A. Yes, sir. To the best of my knowledge, you do.

* * * * * *

(708) Q. So then consistent with this testimony you are not prepared—is it not a fact that you could not—that you have no knowledge based upon your own personal observation that any containers owned by Consolidated have in fact been stripped and stuffed at Sea-Land? A. Other than the seal changes my basis of indicating at least to satisfy myself that the box was handled.

Q. But you have never observed this by yourself? A. I've observed consolidators' boxes being handled. If you are referring to Consolidated Express or any other consolidator, I never bothered to concern myself who the particular party was.

Q. So, what is your answer to my question, then? (709) A. Well—

Q. You have not personally seen— A. I have not personally seen an entire box stripped.

Q. Now, do you have records of documents—you stated that your records would generally reflect that stuffing and stripping did take place. A. The container manifest would be the record.

Q. How far back do your records go in this area? A. As far as container manifests are concerned?

Q. Yes, sir. A. I would guess. I don't know. I venture to say probably two or three years but, again, I say I don't know.

Q. So when you stated that stuffing and stripping took place back to 1966, then you do not at present have records that would substantiate that? A. I don't know. We might have records there. I'd have to find that out.

Q. Would those records be kept in the same form as records that have been submitted here today through Mr. Lambos—during Mr. Lambos' examination? A. I would have to assume so. Yes. Again, I don't know of any change in our system, as to whether there would be a change in the particular filing of documents. But again I'd have to find that out. I have no control over filing of documents or how they are filed.

(710) Q. Going back, then, were you in your present position in 1966, sir? A. Well, I would say yes. The title changes were slightly different. At that time it was strictly Puerto Rican. Now it is Puerto Rican and three foreign divisions which in '66 we were not in.

Q. In 1966, then, your duties were essentially what they are today? A. Yes, sir.

Mr. Schwarzbart: I was just wondering what happened to the—

Mr. Lambos: They are right here.

Mr. Schwarzbart: Thank you.

The Witness: Excuse me. These are three T documents.

Q. Mr. Nicholas, just so that we might understand how the entries are made.

I remove the top transaction which relates to seal No. 3079. This is a Consolidated Express container and the document that Mr. Lambos examined with you was the short form bill of lading and the container manifest related to Consolidated Seal No. 3079.

The Court: Is that correct?

Q. Is that correct? A. Yes, sir.

(711) The Court: Okay.

Q. I notice that with regard to this particular document, does the manifest show a seal number? A. It shows a receipt at the truck operations where the manifest was made up by the receiving clerk. The seal, 3079, was indicated as the seal number on the container when it arrived at Sea-Land.

Q. I see. Does this reflect a change—does this manifest reflect that the seal number has been changed? A. Yes, sir.

Q. Where is that? A. On top is this new seal, 670163.

Q. I see. Now—thank you. I wasn't quite certain where on the manifest these changes were indicated to the extent that they exist.

The Court: What changes, sir?

Mr. Schwarzbart: The alleged change in seal number, your Honor.

The Court: All right.

Q. Now, then, you testified that the standard work crew that would be involved in stripping and stuffing would be four longshoremen, a checker and a forklift operator? A. That would be a normal crew in working a container.

Q. In the period prior to January of this year on (712) an average day about how many trailers would be stripped and stuffed? A. All trailers?

Q. Yes, sir. A. All trailers through the terminal? Regular LTL cargo that we receive ourselves?

Q. That's correct. A. I'd say we'd average—well, you have two different—you're asking two different questions, really, because if you are talking stripping and receiving and stuffing many times in the course of a given day we'll

receive and prior to the end of the day not have had stuffed some of our own freight. So the number of containers can vary because the freight that you receive on a given day, say, today, might be stuffed tomorrow.

(713) Q. You see, Mr. Nicholas, you have testified that you employed an average number of longshoremen, members of the ILA, to handle the work— A. Yes.

Q. —at a given time. Doesn't this relate to some generally preconceived figure as to just what the traffic would be at a given time? A. That is true. We employ based on what we feel will arrive in the course of a given day. There are actually days where we come out short. There are days we come out over. Very rarely do we come out over because we have an inbound stripping operation which can fill our needs plus a heavy rail operation.

Q. But let's say during the month of December of 1972 on an average do you recall how many trailers were handled at Sea-Land's stripping terminal? A. I would say approximately—

Q. Each day. A. —fifty a day. Forty-five to fifty.

Q. And these would be handled by the approximately 135 employees— A. That's right.

Q. —who are there? And about how long would it take to strip and stuff a standard-sized Sea-Land trailer? A. That is completely impossible to answer because (714) each container is an entity to itself. A container can have five pieces or five thousand. So I just couldn't tell you.

Q. Let us say that a trailer arrives—Let's speak in terms, then, of full trailers. They may have—some may have larger bits of freight and some may average smaller amounts. But there would be almost an average time involved in handling these things. I'm certain you noted that in estimating what your labor requirements would be? A. No, not at all. We can't place any sort of norm on the particular time involved in handling a container. The freight is handled. The freight is worked from 8:00 to

5:00 or beyond, if necessary. We do not establish any norms as to a time period of handling any particular piece of cargo.

Q. Who is it, Mr. Nicholas, who directly supervises the stripping and stuffing aspect of Sea-Land's operation? A. Well, the longshoremen on the pier are controlled by a labor boss and a dock boss. They are two union—the positions controlling each function is within the ILA.

Q. These are members of the ILA? A. Yes, sir.

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(745) How many consolidators ship through Sea-Land on a regular basis? And now I am referring to the Puerto Rican travel alone, '68 through '72. A. How many?

Q. Yes. A. I'm not in the sales department; I wouldn't know what accounts would be involved.

Q. Well, don't you recognize the cargo when it comes in? As belonging to one consolidator or another? A. Not really. As far as—I couldn't recognize any cargo coming across the platform at 122. We handle about 5 to 600 different shipments a day. I couldn't tell you what—

Q. Shipments. Do you mean containers? A. Shipments, not containers.

Q. How many containers a day? A. Approximately 50.

Q. I see.

Now, you don't have any idea how many of those fully loaded containers came in from consolidators shipping in the Puerto Rican trade? A. No, sir.

Q. How many different consolidators were in that business—you know them, you talked to them. A. The only time I've gotten involved with a (746) consolidator is when I got a call from the sales department that containers were backing up on stripping.

Q. So you have no idea what consolidators were delivering to Puerto Rico 1968 through '72? A. No, because as

far as I was concerned the freight was being handled. I can tell you right now as I know Consolidated Express was a consolidator.

Q. And you know of none other? A. I know of Twin Express as another.

Q. What others? A. I don't know of any others.

Q. You don't know of any others.

How about consolidators going to Europe and Japan? A. We have, I think, two or three consolidators going to Europe that are being handled at Building 222, which is another terminal.

Q. So your terminal only dealt with Puerto Rican trade? A. Yes. On occasion we moved certain cargo for European.

Q. During that period of '68 to '72 only eight of your bays, is it, were ever allocated for consolidators? A. Approximately eight; whatever the need might be, but eight was the normal course of what we utilized.

(747) Q. And you don't know how many consolidated—consolidators' containers came in on the average? A. No, sir.

Q. Well, then, how did you make the judgment to assign eight bays, if you didn't know how much was coming in? A. Eight bays was the normal that we decided—

Q. Again, why? A. Based on an experienced guess. We don't know.

Q. All right. But tell me what your experience led you to conclude, how many were going to come in? A. If the X—based on what would be consolidators numbers or volumes coming in we decided on eight bays, four at one end, four at the other end of the terminal.

Q. What is X amount? A. I haven't the slightest idea. There may be in the course of the case—of course, I was not on the platform; there may have been times when the bays were not utilized.

Q. I understand that and I'm trying to probe and it's

somewhat important to this proceeding. I'm trying to probe into your thinking process to determine how you made the judgment, you, Mr. Nicholas, in charge of this operation, that you were going to set aside eight bays for consolidators between 1968 and 1972. (748) A. On meetings with the labor boss they felt this was the number of bays we may have needed.

CONEX Transcript Volume VI, dated August 30, 1973.

(749) Q. How many could you strip and stuff in one day, then? A. I never got involved in that. That was strictly left up to the labor boss and the dock boss to handle these particular type loads.

Q. But you don't know how many you could strip and stuff? A. No, I don't.

Q. You don't have the vaguest idea? A. No, I don't.

Q. It could be any number from two to two hundred? A. Well, I just said fifty is what we normally handle.

Q. Fifty containers. Did that mean fifty containers that you stripped and stuffed? A. No, it could be freight we've handled and platform—What we discussed the following day. We're utilizing, as I think I said before, that the terminal as far as I'm concerned is taken on a weekly basis, not a daily basis.

Q. Does it take more time, Mr. Nicholas, to strip all of the goods out of a container and put it back in that container than it would be to fill a container on your own with the cargo that you had delivered on a less than trailer load basis? (750) A. It would be easier in my opinion to take freight out of a container than to take freight and receive it.

Q. Than to take and receive it? A. And receive it and load a container.

Q. I see. But if it was—all the freight was there—if you had all the freight to go into a container would it not be easier to put it in one container than to take it out and put it back in? Isn't that a second hypothetical— A. You're talking basically about two different things.

Q. I know, but I'm asking you which would take more time. A. I wouldn't know.

* * * * * *

(755) Q. And you have not known since 1968 through '72? A. I do not know.

Q. Now, it was your testimony, I understand, that you have been stripping and stuffing containers at least since 1966 which is the first time you came to work. A. Yes, sir, to the best of my knowledge it is.

Q. Did anybody—well, let me put it this way.

Do you have any idea why you were stripping and stuffing in '66? A. Well, when I got there, as I say, I was new in the industry and I recall—and, course, I'm going back—an explanation from the dock boss and the labor boss that this was a labor problem and the freight had to be handled by deep order ILA labor.

Q. The dock boss and who was the other person? A. The labor boss.

Q. These are ILA members? A. Yes, sir.

Q. And that's all you bothered— A. I checked it out with the gentleman who handled trailer control and was in a somewhat functional—had a functional responsibility over building 122 and he told me this was so.

Q. And so you checked it out—who was this individual? (756) A. Mr. Jack Kelly.

Q. And what did he tell you? A. The fact that there was a dispute on the handling of cargo with the ILA and the ILA insisted that this was their work and the boxes are being stripped and stuffed at Building 122.

Q. And that practice never varied? A. Never—

Q. From 1966— A. As far as I know it never varied.

Q. Well, from 1966 through '72, is that correct? A. Yes, sir.

Q. And it was sufficient for you to just to be told by this Mr. Kelly—was he your supervisor? A. He was not my direct boss but Mr. Kelly was with the company—well, long before I was and actually ran most of the phases of the operations in Elizabeth and was the person that if you talked with an individual who is basically responsible for all phases of activity with labor and operations he was it.

Q. And you never discussed it with your superiors? A. Well, my superior was Mr. Jerry Toomey and he told me to talk to Kelly and I talked to Kelly.

Q. That's the only discussion— A. That's right.

(757) Q. Listen to this question very carefully.

Have you ever had any discussion with any superior concerning the ILA's attempt or claim to strip and stuff containers of any time from 1966 through the expiration or up to the present date? A. The only discussions I would have would be possibly with Mr. Toomey and with the labor boss and the dock boss and the fact "is this thing still going on?" and they said, "Yes, this is ILA cargo."

The labor boss and the dock boss said, "This is ILA cargo and the boxes will be stripped and stuffed."

Q. They were subordinates of yours? A. Yes.

Q. People you gave instructions to? A. They were representing the union as well.

Q. The interests of the union are not necessarily coexistent with the interests of Sea-Land? A. Not necessarily—

Mr. Lambos: Objection. The question is argumentative.

The Court: I'll overrule the objection.

A. Not necessarily. I think the interests of the union in some cases may be—in areas in which I'm not familiar might not be to the interest of the company but, again, I have to mention the fact that the terminal is (758) operating in the—better than any other waterfront terminal in the Port of New York.

As far as I was concerned it was a well-run terminal.

(759) Q. Do you have a collective bargaining agreement? A. My company does, yes.

Q. That's what I mean. A. Yes.

Q. Now, do you have any role in the administration of that collective bargaining agreement? A. Just to carry

out—no, sir. You mean as far as meetings with the union on collective bargaining—

Q. No, in the administration of the collective bargaining agreement. A. Basically what I'm told—whatever comes out of the collective bargaining agreement.

Q. Who tells you what comes out of it? A. My superior.

Q. Who is that? A. Mr. Baker, general manager, or Mr. Toomey, who is vice-president.

Q. What did they tell you in 1966 concerning stripping and stuffing? A. I think the only thing is in 1966, as I said, when I came here, the stripping and stuffing was already going on.

Q. But you knew it was not required by your collective bargaining agreement, isn't that so?

Mr. Lambos: Objection, your Honor. That is not (760) the testimony.

The Court: Overruled.

A. Frankly, in 1966— Let's put it this way: I started and I didn't know it was part of the agreement. I didn't know what the agreement was in 1966.

Q. You knew what it was in 1968? A. I got more experience.

Q. In fact, there was a container clause put in in 1968 —rules of containers put in in 1968, isn't that correct? A. So I understand.

Q. Did anybody ever explain it to you? A. No, frankly.

Q. Nobody in the company? A. Nobody in the company ever explained the collective bargaining agreement. The only thing I was told was that the consolidators' containers were to be stripped and that's all I knew about it.

Q. That's the only thing you knew about the collective bargaining agreement? A. That's right. Or, excuse me, if I may interject—

(760) Q. Ah. A. Any wages or any wage changes would be made based on either fringe or cost to determine whether or not the (761) budget should be changed or my weekly cost should be changed to reflect any basic wage increases.

Q. Did anyone present grievances to you? A. You mean ILA presenting grievances?

Q. Yes. A. I haven't had a grievance in Building 122 since I've been there.

Q. Were there any grievances presented in which you were present? A. No.

(762) Q. You don't know anything about any grievances, do you? A. No, sir.

Q. Did you discuss with your superiors what your position ought to be in collective bargaining negotiations particularly with respect to containers, and so forth? A. I don't think that was basically my function. My function was to handle those terminals and not to decide whether or not I should be privy to any collective bargaining agreement so far as overall containers.

Q. No. But I am asking you a question. Normally, I would suggest to you—Normally, when companies go into collective bargaining agreements whoever is doing that process for the company talks to the operations people to try to get their views as to what changes they ought to have or what things they ought to try to withstand that the union was demanding, and so forth. Doesn't that ever happen in your company? A. Doesn't happen in my company.

Q. Nobody talks to you? A. That's right.

Q. Or is it that nobody talks to anybody? A. What other people talk to other people about, I don't know.

Q. Do you know that there is a problem concerning (763) fines if you do not strip and stuff containers? A. I've heard this. The only time that I have known there

has been a fine connected, frankly, is the thousand dollar fine that came out this year.

Q. Came out first this year? A. Yes.

Q. Prior to that time there were no thousand dollar fines; is that correct? A. As far as I know, no.

Q. What was the thousand dollar fine that came out this year? A. Well, if boxes were loaded by consolidators or boxes were loaded by any consolidator in the fifty-mile radius of the Port of New York and were not handled were subject to a thousand dollar fine.

Q. Hasn't that been so, that on the collective bargaining agreement there has been at least some provision for a fine for that exact activity since 1968? A. I don't know, frankly. I don't know.

Q. But you know now that if you were to do this you would be fined; is that correct? A. Now.

Q. If you would allow this to be done, you would be fined? A. Yes, sir.

(764) Q. Is it your position that you didn't know back in 1972 that you would be fined for this? A. No, I did not know.

* * * * * *

(768) Q. Let's put that aside for a moment.

You described the process whereby a container comes in to the checker, delivered over to your shed and is stripped; is that correct? A. You want me to describe it?

Q. No. You already did. A. Yes.

Q. Who makes the determination as to what container is going to be stripped? A. The receiving clerk.

Q. I see. And you have no people working for you who make any determination on that? A. No, sir.

(769) Q. How does the receiving clerk make a determination? Doesn't the receiving clerk work for you? A. No, sir. He does not work for me at all.

Q. How does the reeciving clerk determine which container would be stripped? A. He checks the paperwork. Evidently—and I understand a list of consolidators are available to the receiving clerk, if you are talking about a consolidated container. If a container comes in with three or four marks on it and it looks like it is picked up locally, this is a container that is subject to stripping.

Q. What do you mean, three or four marks? A. Three or four shipments. From three or four different beneficial owners.

(770) Q. How can you tell whether the shipment or the container comes from a consolidator? A. Because it will say on it either "Consolidated Express" or whatever the consolidator is. A lot of them are marked "One trailer load of miscellaneous goods," FAK. Some of them are marked FAK. Some aren't.

Q. But if all of the goods in the container were owned by the consolidator, then it would be, as you previously testified, a beneficial owner and entitled to go through without stripping; is that correct? A. If they are all his goods?

Q. Yes. A. I would have to assume so, if they are all his goods.

Q. That would also be true of a distributor or not— A. I wouldn't know anything about whether a distributor would be the beneficial owner of the goods.

Q. In any event, you don't make the judgment on what container is to be stripped? A. No.

Q. You don't play any part in that process? A. No, sir.

Q. It is all done by a supervisor? A. No.

Q. How do you determine which is to be stripped? (771) A. I strip the containers that are given to me to strip.

Q. All you can testify about is what containers came to you? A. That's right.

Q. You don't even look to see who owned them? A. That's right.

Q. Then how do you know that consolidators' containers have been stripped since 1968? A. Because they've been brought back and the seal has been changed. That is indicative right there to me.

Q. Wait a minute. But you just testified you don't know whose containers are brought back to you. A. That's right. I don't know whose consolidators' containers have been brought back, either.

Q. So, for all you actually know, no consolidators' containers could have been stripped between 1968 and 1972? A. Except for the fact that there is a seal change on the container manifest and I have seen consolidators' freight on the platform in Building 122. That is the only thing I can attest to.

Q. Whose consolidated freight? A. Whose?

Q. Yes. A. Consolidators. I don't know which one it would be.

(772) Mr. Silberman: Your Honor, I don't want to take too much of the Court's time but I should like the witness to examine what is a thick group of these bills of lading, combined bills of lading, put in as Respondent's Exhibit 15 and look through them and tell me the time that elapses between the time that a container of Consolidated Express (773) comes to your company and the time that it goes out on the ship.

Q. Just run through them one after another and tell me how much time elapses. The first one you have already testified to. A. This is October 8th. I don't need to do this?

Q. If that is October 8th—I thought the first one was October 6th. A. Let me get the glasses on again.

Q. I'm sorry. A. October 6th-October 7th. I have trouble making this one out. You might be able to help me. I have trouble making this out.

(774) Q. I'm hesitant. A. It says "October"—

Mr. Lambos: Your Honor, may I approach the witness and give him the original copies?

The Witness: The originals might be easier.

Mr. Silberman: That probably would be. Are they in the same order?

Mr. Lambos: They are in the same order and they are marked in the same order.

Mr. Silberman: Thank you so much.

(Original documents handed to the witness.)

A. October 6th-October 7th. October 5th-October 5th. October 6th-October 7th. October 6th-October 7th. October 6th-October 7th. October 6th-October 7th. October 10th—this one has got to be wrong. This shows the ship sailing October 9th.

Q. That would be even faster than we contend. A. October 11th-October 12th. October 11th-October 13th. October 11th-October 12th. October 12th-October 12th. October 13th-October 15th. October 13th-October 15th. October 13th-October 15th. October 13th-October 15th. October 13th-October-15th. October 13th-October 15th. October 13th-October 15th. October 17th-October 17th. October 19th-October 19th. October 18th-October 19th. October 19th-October 19th. October 20th- (775) October 23rd. October 20th-October 23rd. October 25th-October 25th. October 24th-October 26th. October 26th-October 26th. October 26th-October 26th. October 26th-October 26th. October 27th-October 28th. October 27th-October 28th. October 30th-October 31st. October 30th-October 31st. October 31st-October 31st. October 31st-October 31st.

November—

Q. Wait. Just stop. I think one month will suffice.

(775) Mr. Nicholas, I'll take those back and give them to counsel.

Now, are you aware of any change in procedure as of February of this year, February 4th or February 5th, with respect to your handling of consolidators' freight? A. I don't know whether it is the 4th or 5th. I would say around that time. I did get the word that under no conditions would consolidators' freight be taken out of the same container and put back in the same container. I so instructed the labor boss and the dock boss that the practice of taking the freight out of the same container and putting it back in is no longer agreed to and they knew it before I did.

Q. I see. Your testimony is that from 1968 to 1972, as far as you know, or what you were informed, that they (*sic*) consolidators' freight was stripped out of the very same (776) container and put back into the very same container? A. As far as I know, yes.

Q. You never witnessed it? A. I witnessed freight coming out of a container. I never saw the whole cycle of a handling of a consolidator's load.

Q. Would it surprise you to know or to learn that there were no overages for Consolidated Express? Do you know what an overage is? A. Yes.

Q. What is an overage? A. An overage would be freight arriving in Puerto Rico without a waybill, so far as my terminology is.

Q. Without a way— A. Without a waybill. We would take freight, load it in a container; it would go to Puerto Rico; it will come out of a container and there is no waybill to apply to the particular load of freight. We would call this an overage. And this is what we call OWB, freight over without billing.

(777) Q. That happens when you can't get all of the freight into a container? A. No. Actually, it might happen where we get freight that is supposed to be in a container and isn't in it.

Q. I have the other way. You do have situations where you can't get freight back in the same container where you are stripping and stuffing? A. In my own stripping and stuffing?

Q. Yes. A. For Sea-Land's cargo?

Q. For a consolidator. A. Not that I am aware of. If we did have a problem with overages or overflows, I should have been made aware of it and I wasn't.

Q. I see. But you have some experience in this area. Would it surprise you to find out that Consolidated Express had no overages in 1972; that is to say, if the stripping and stuffing was performed as you describe it, as you were told it was— A. Yes.

Q. —done, that in all cases all the cargo got back into the same container that it was stripped and stuffed from, would that surprise you? A. Not really, because I have— the longshoremen (778) at 122, frankly, I think do a fantastic job of loading.

Q. Do you mean you wouldn't be surprised if during an entire year's period of time there wasn't one situation where they couldn't get it all back into the same container? A. Frankly, I'm hearing the fact that we didn't have an overage from you.

Q. I'm asking you: Would that surprise you if you heard it? A. Not really. No.

Q. Now, as far as you are concerned, if you were to continue to operate at Sea-Land, so far as you are concerned, if you were to continue to operate at Sea-Land from this point forward just as you did from 1968 to 1972 there would be no difficulties for you? A. I—

Q. By "operate at Sea-Land" I wasn't quite clear. I mean with respect to consolidators and particularly with respect to Consolidated Express. A. I still don't follow the question. I don't understand you.

Q. Well, if, let us say, you were to go back now, let us

say, and some intervening incident happened or perhaps the ILA said you didn't have to strip into a new container or you didn't have to refuse to give containers to Consolidated Express but you could go right back to (779) the way you were operating from 1968 through 1972, that you could without any difficulty go back to a situation where Consolidated Express would deliver its containers and you would make the next sailing, usually either that day or the next day and that would present no problems to you, would it?

Mr. Lambos: Objection, your Honor. It is conjectural. The question is now many, many sentences long.

The Court: Sustain the objection.

Mr. Lambos: Very difficult to follow.

The Court: The objection is sustained.

Mr. Silberman: On the ground that it was conjectural or too long, your Honor?

The Court: Rephrase the question.

Q. You would see no difficulties for Sea-Land about resuming operations today with respect to Consolidated Express just as you did from 1968 through 1972? A. There would be no difference between 1968 and 1972 or versus what we're doing now?

Q. No. If you were to go back to the same process you utilized in the years 1968 through 1972, there would be no difficulties for Sea-Land, would there? A. Not so far as I am concerned, no.

Q. Now, I was particularly impressed by the kind of (780) service you were giving Consolidated Express in terms of time in October of 1972, as you read off those dates; that is to say, the date of receipt and the date of sailing. That is an impressive record by anybody's—

The Court: Objection sustained. The threshold of your own personality that must be crossed in order to impress you intellectually or otherwise is of no interest to me.

Rephrase the question and let's avoid the threatrical gesture—theatrical verbal gesture.

Mr. Silberman: I see, your Honor.

The Court: Get to the question.

Q. The question is: You performed quite efficiently during October, 1972, with respect to Consolidated Express; is that not correct— A. Yes, sir, I would say so.

Q. —when you make each sailing or the next sailing after the container comes in; is that correct? Did that pattern show that to you, incidentally? A. It appeared to show that, yes.

(781) Q. Did you perform in the same fashion in February of 1973 with respect to Consolidated Express, to your knowledge? A. I don't know.

Q. You have no idea? A. I have no idea.

Q. Would it surprise you to learn that with respect to containers—with respect to those situations in which you swung into new containers, the delay reached four, five, six, seven days? A. Yes. It would surprise me.

Q. I see. A. But if I could point out, if I may, that—

The Court: Go ahead.

A. I did not hear any complaints. And that is what I base my reflection or my judgment to go to the dock boss and labor boss. I did not hear any complaints in February, 1973.

Q. Is it your testimony that you never heard about Consolidated Express complaints to anybody in Sea Land? A. Oh, I've heard—I've gotten some complaints from sales-

men in the past, but I don't recall a complaint in February of '73.

* * * * * *

(783) Q. Incidentally, do you supervise the work on the pier or is there a restriction to that effect that only ILA personnel can do the actual supervision? A. ILA personnel do the actual supervision.

Q. Are you familiar with a strike or short strike—short picket line and strike back in 1968? A. No, sir, I'm not.

Q. Where the Teamsters threw a picket line around Sea Land? A. No, I don't.

Q. I'm sorry. I didn't hear you. A. I don't remember it at all.

Q. You are—has your work force increased or decreased or changed at all subsequent to the CONASA rules going into effect? A. We have about, oh, about fifteen to eighteen more men a day at Building 122. The CONASA rules; in what respect? What are the CONASA rules. What times are you talking about?

Q. I was talking about—when is your understanding that the CONASA rules went into effect? A. It would be February of this year.

Q. You have another eighteen men there now? A. Approximately.

(784) Q. What do they do? A. They handle general cargo.

Q. Do you have any idea why you have had to increase your work force since the CONASA rules went into effect? A. As many containers as Sea Land has, we are constantly short of containers. We've stopped giving what we call refrigerated containers to the midwest. So as a result all refrigerated cargo out of the midwest is now coming in on outside equipment to be handled at Building 122.

The terminal, itself, has also taken on the handling of large amounts of foreign cargo which they did not handle previously.

(789) Q. Mr. Nicholas, in your cross-examination you alluded several times to gentlemen having responsibility at Shed 122 and you described the dock book and the labor boss. Would you tell us the name of the dock boss? A. The dock boss is named Mr. William Burke.

Q. And the name of the labor boss? A. Is Mr. Albert Luciano.

Q. Did those men have any responsibility with respect to loading or discharging any of the ships of Sea-Land? A. No, sir.

* * * * * *

(790) Q. Captain Haynes, are you employed by the New York Shipping Association? A. Yes, I am.

(791) Q. What is your present position? A. Administrative director.

Q. How long have you been Administrative Director of the New York Shipping Association? A. Since 1968.

Q. How long have you been employed by New York Shipping Association? A. Since 1958.

Q. Could you tell us what work you performed prior to coming with New York Shipping Association in 1958? A. Yes. I worked in the four American president lines from 1944 through 1958. From '44 through '53 as officer on their vessels. And from '53 through '58 as a port captain at Pier 9, Jersey City.

Q. What were the functions of a port captain at Pier 9, Jersey City, Captain? A. Well, American president lines has the officers of the vessels are responsible for the loading and discharging of cargo, for stowage of same on the vessel. Except in San Francisco, Los Angeles and New York. In those ports they use port captains to relieve the officers of those responsibilities.

Q. You had responsibility of loading and discharging ships and taking care of the terminal of the American president lines in Jersey City; is that correct? (792) A.

Yes. American president lines owned the pier and we were responsible for the pier operations as well as the vessel operations.

Q. Could you give the Court a general description, Captain, of the operations of that particular pier? A. Well, we had ten regular gangs that were employed every day during the period I was there, seven days a week.

We had, if I remember right, about eighty dock labor personnel plus about sixty or seventy checkers plus a number of—I think there was fifteen or sixteen carpenters and about ten coopers.

There was a maintenance crew of some ten or twelve men; I don't remember exactly, on the maintenance crew that maintained the pier, itself.

The stevedoring work was performed by a contract stevedore, Nacereme Operating Company. The cargo was received—the export cargo—cargo outbound was received in those days—it all came through on trucks. The trucks came into the pier. The cargo then was off-loaded from the truck, put to a point of rest on the pier. From the pier it was loaded into the vessel and vice-versa on the inbound cargo.

Q. How many men were there in a ship's gang, Captain? (793) A. There was twenty-one men in the gang. There would normally be two drivers assigned on the dock to the gang.

Q. So that for every gang there would be approximately twenty-three longshoremen employed? A. Yes. The gang was twenty men plus a four-man, plus two drivers. That would be twenty-three altogether.

Q. Was this what is known as a break bulk operation? A. Yes. What we now call break bulk.

Q. Could you describe the work of a ship's gang in a break bulk operation as it placed the cargo into the ship and as it took the cargo out of the ship? A. The drivers

would bring the pallets to the—or packages or boxes or pieces, whatever they were. They'd bring them from the pier to the string piece. The sling men would then sling up the load. It would be hoisted into the vessel and the hold man would remove the cargo from the pallet and piece by piece stow it into the hold of the vessel.

Q. What would happen with the pallets at that point? A. Then they'd be removed from the ship and piled on the pier. When the sling was going out, they'd take the empty pallets with it.

Q. Captain, what were the functions performed by (794) terminal labor? A. The terminal labor was involved in the receiving of cargo from the trucks. The truck come to the pier. It would be assigned a spot on the pier by—first it checks in with the receiving clerk. They'd tell it where to go. Give it a bay location or put it out in the yard, whatever was convenient. Then the driver would bring a stack of pallets to the tailgate of the truck. The cargo would then be piled on the pallets and the driver would then—of course, there is a checker taking measurements and counting and tallying the cargo.

Then it would be brought down to a location on the pier depending upon the destination of the cargo.

For instance, we loaded cargo for all the way to Singapore, to the West Coast and Japan, Hong Kong, Manila and Singapore out of New York. Sometimes a port or two beyond that.

(795) Q. Now, in the terminal were there other men, other longshoremen, who might perform functions on the cargo? A. Yes. There was—they are all considered longshore employees under the ILA but there is different crafts.

The carpenters are used to shore up the cargo on the vessel when it is loaded.

The coopers are used to repair damaged packages.

Maintenance employees are used to maintain equipment; hi-los, the cranes and the various trucks, and so on, that are used on the pier.

And there was gear men that would maintain the gear of the stevedore, and so on.

Q. Captain, did there come a time when boxes or receptacles for the carrying of cargo to be used on the piers?

Mr. Schwarzbart: Objection, your Honor. I believe counsel has called Mr. Dickman previously to provide testimony with respect to the background and the history and the development of containers on the pier. If this witness is being called to impeach Mr. Dickman, I think that would be improper.

If he is being called upon to repeat this testimony, I believe that would be cumulative.

The Court: Overruled. Let's proceed. I think (796) the question was answered. Was it now?

Read the question.

(Question read.)

A. Well, the first boxes with American president lines came in use while I was still on the ships. It was a small box, four-by-four-by-six, if I remember. They were used for special cargo. When I was still going to sea they would load a few of these on board the vessel.

At that time in the beginning they started out in San Francisco. Then we started picking them up in various ports. I was on the around-the-world service. Various ports. We used them for special cargo. I don't remember exactly when the next size came in.

Q. Before you go on to that, Captain, could you tell us who performed the work of putting the cargo in that receptacle and taking the cargo out of that receptacle. A. The longshoremen. Both in San Francisco and in New

York and various ports where we would discharge the cargo out of the box overseas.

For instance, in Hong Kong they'd bring it up deck. The longshoremen would take it out of the box there, too. It was always handled by the longshoremen.

Q. Captain, after the use of these smaller boxes did the company begin to use larger boxes? A. Yes. We got in what they called a Dravo box. (797) You know, they brought them in a few at a time. They started showing up. If I recall correctly, we had some of them on, I think it was, the last voyage I made. They put some Dravos on board. On the pier they were using a few of them. I would say on the pier for five years. From the start to the finish I would say that they started out with one or two on the vessel and at the end they were using, maybe, ten or twenty or a few more on each vessel. The Dravos would be lined up in the first section. They were used for special cargo. They were lined up on each side of the alleyway. The doors would be opened. They'd be marked with the port. We'd store high value special cargo in them for shipment on board the vessel.

Q. With respect to these containers, who would perform the placing of the cargo into the container and taking the cargo out of the container? A. In the beginning it was the ILA who put the cargo into and took it from the container.

However, before I left there we were sending some containers out to shippers or manufacturers. They would fill the container and bring it back and move it on board the vessel without removing the container from the vessel.

(798) Q. And were these the cargo belonging to a single owner, Captain? A. Yes. We send it, for instance, to Ford or—oh, one of the beer companies or General Motors and they'd send down a full container load. But there wasn't too much of it; some of it.

Q. Captain, you testified earlier that you started with New York Shipping Association as—in 1958. What was the position that you held at that time? A. I was hired as special assistant to the Chairman.

Q. And the Chairman at that time was Mr. Chopin? A. Yes, sir, Alexander P. Chopin.

Q. Now, Captain, have you actually participated as special assistant to Mr. Chopin in the negotiations leading to the 1959 collective bargaining agreement? A. Yes. The Labor Policy Committee was charged with the responsibility of negotiating contracts with the ILA and the Port Watchmen's Union and I attended the meetings of the Labor Policy Committee.

Q. And what was your function during these negotiations? A. Well, it was to assist the Labor Policy Committee in the preparation of documents and, you know, getting whatever they needed in the way of statistics or information, helping them in however way they wanted.

Q. What was the composition of the Labor Policy (799) Committee in the 1959 negotiations? And by this I don't mean the identity, necessarily, of the men involved but could you tell us by whom they were employed? A. There were nine steamship company representatives, three stevedoring company representatives and the President and Vice-President of the Association who are both steamship company representatives. The Labor Policy Committee was chaired by Mr. Chopin who was the Chairman of the Committee.

Q. And I take it, Captain Haynes, that the Labor Policy Committee together with the Chairman—Incidentally, did Mr. Chopin also serve as Chairman of the Labor Policy Committee? A. Yes, I just said he did.

Q. I'm sorry.

Did they meet with the—their ILA counterparts? A. Yes, sir, they met—that's the group that met in joint

negotiating sessions with the union. They actually negotiated the contract for the employer members of the New York Shipping Association.

Q. Now, how many representatives of the ILA would meet with the Labor Policy Committee in the negotiations of 1959? A. Well, they came in with a 125-man committee but it seemed to me it was more than that.

(800) Q. And what Ports would be represented in this Committee? A. There was representatives from Boston, obviously New York, Philadelphia, Baltimore and Hampton Roads and I think there was somebody there from Portland, Maine. Maybe from Providence. I don't remember those guys too well.

Q. Well, could you describe the nature of these meetings through 1959, Captain? A. In one word "chaotic."

Q. Would there be—would each of the 125-man committee at one time or another have something to say with respect to various subjects being discussed?

Mr. Silberman: I object, your Honor.
The Court: Overruled.

A. I couldn't—I didn't keep a tally to see whether each one spoke, but my recollection is that if it wasn't each and every one of them, it was almost each and every one of them who gave a speech of some duration during the course of the negotiations, yes, sir.

Q. Now, Captain Haynes, was the subject of containerization an issue during the 1959 negotiations? A. Yes, sir, it was.

Q. And would you characterize it as a major issue? A. Oh, yes, sir.

(801) Q. Could you give us the position of the ILA as expressed to the representatives of the respondent New York Shipping Association at the—during the course of

the 1959 negotiations? A. Yes. If I may just give a little bit of background on that. The first—I came with the Association in June, I think the 1st or 2nd of June of 1958. The first grievance that came up over containers was that fall. In November or December there was a grievance over containers.

When we went into the negotiations the ILA had a demand that they wanted to—I can't remember the exact words. But they had a demand that they wanted to handle the containers to load and discharge the containers on the pier.

What actually happened was that in the beginning, the initial grievances on the piers as they came about was because the gang was complaining that the terminal labor was loading all of this cargo into the box and they were putting it into the hatch and then the gang itself was losing work. This was the start of the grievance in my recollection of it.

It soon spread to a much broader area. Because during the negotiations the ILA was represented then by a chief negotiator by the name of Packey Connelly. They took the (802) position all through the negotiations that what the companies were doing with containers was taking and enclosing a piece of the hold of the vessel and moving it out onto the dock and they had historically put the cargo into the hold of the ship piece by piece, package by package, and box by box and case by case and that the steamship companies were now taking that hold—that chunk of the hold and putting it out onto the dock and this was their work.

Then they were taking it and exporting it away from the piers so that someone else was going to load their hold. See, they said that the hold of the ship is there and that you can't take this away from them, that this belongs to them. They said the hold of the vessel belongs to them

and this is what they've always packed and unpacked and now you're bringing it out on the dock and taking it away from the pier and letting someone else do it, that this is wrong, their jurisdiction extends from the hold of the ship to the tailgate of the truck. When you take that hold away and put on wheels and drive it away it's gone, the work they have historically done is gone with it.

This was their basic position, their basic argument over it.

They were also cognizant of the fact that automation was coming and they argued "Well, all right, we'll allow you to automate but we want a piece of the action, we want (803) to save our own jobs and we want a piece of the action because you're speeding up the work." In fact you do when you take a container of cargo and put it into the ship that has twenty or thirty tons in one draft that goes quicker than a gang lifting one ton per draft.

That was the basic different.

(804) Q. Did they make a demand of New York Shipping Association with respect to the question of containerization? A. Yes, they did.

Q. What was that demand, Captain? A. That they would load and unload the containers on the pier, all of them.

Now, they gave us the—early in the negotiation they gave us the right—or they indicated they were willing to give us the right to move the containers out on the pier, and that was the first concession they made.

Q. When you say "move the containers out of the pier" do you mean— A. Out on the pier, from the ship to the pier. That was the first concession they made in the negotiations was all right, it wasn't—you know, it wasn't wrapped up until I think around the first of December. But the fact that you can move the container out onto the pier that was the first concession that was indicated.

All right, they'd go for that but for that they wanted something.

Q. Now, what was the position of the New York Shipping Association with respect to the issue of containerization? A. Well, we went into the negotiations, we wanted free wheeling, obviously, we wanted automation—it really (805) wasn't just containers, it was the palletization, the side porters, all of these other issues were in the negotiations, too. It wasn't just containers in 1959. The side porter operation was the rather large issue and the movement of the pallets.

The companies were starting to bring down pallets already packed and strapped on flatbeds and then all the ILA had to do was just lift the pallet off the flatbed; there was no work involved, they were losing work and they were complaining about that.

Throughout the years we've won that area completely; there's no objection to it at all now.

Q. Now, Captain, could you describe to the Court, please, the end result of these negotiations? A. In '59?

Q. 1959, yes, sir. A. They're embodied in the memorandum of settlement of December 30, 1959. There was a strike from October 1 through the 8th, if I remember correctly, and then they put in the Taft-Hartley and we negotiated from—again, starting—restarting the negotiations right after the Taft-Hartley went into effect and we concluded the contract—the memorandum of settlement is dated the 3rd by my recollection is we concluded it on the 1st or early morning of the 2nd.

(806) Mr. Lambos: May I get in exhibit, your Honor?

The Court: Surely.

Mr. Lambos: May I have petitioner's Exhibit 1—respondent's, I should say.

Q. Captain, I show you respondent's Exhibit 1 in evidence and ask you whether this is the collective bargaining agreement that terminated the 1959 negotiations and the contract under which the parties lived from 1959 through 1962? A. Yes, sir, it is.

Q. Would you please turn to that part of the collective bargaining agreement dealing with the resolution of the issue on containerization. A. Well, the first paragraph is on the first page. I can't read this copy, I don't think.

Paragraph 7 sets forth the gang size that will be used on container vessels.

Q. Now, was that an issue during the negotiations, Captain? A. Yes, sir. We wanted the right to use a smaller gang and we finally agreed to use the full—what we called the twenty-one-man-gang during those day.

Q. And that twenty-one-man-gang would be used on a container ship? A. Yes.

(807) Q. How many gangs would be used on a container ship? A. Well, in those days there was only one full container operation in the port, that was the Pan Atlantic operation in Newark and they were using two gangs.

Now, there was some argument about the fact that—in fact, there was quite a bit of argument, if I remember correctly, about whether or not we should just two gangs on a container ship or whether there should be five gangs on it. But we—in agreeing to the full gang we got the right to use, you know, one gang per crane, what amounts to one gang per crane on the container ship.

So instead of using like a normal ship would come in, a break bulk ship—remember now, in 1958 there was about —outside of the Puerto Rican run that had a container operator already involved in that run but in the other deep sea traffic there was maybe less than two percent of the freight was going in boxes and it was all on break bulk vessels, there wasn't any other container ships.

So the arguments that came up over the number of gangs to be used on a container vessel they were relating to a five-gang ship which was in those days a standard vessel, five gangs—most ships had five hatches and they would use one gang to a hatch, or one or more gangs to a hatch. But the union said we should have five gangs on container ships because he's loading the same amount of (808) cargo as the two gangs are loading.

We resolved it by giving him a full-size gang and we used the one gang per crane.

(809) Q. Now, Captain, you were talking about the provisions in the collective bargaining agreement relating to containerization. Would you refer back to Respondent's Exhibit 1 in evidence and point out any other provisions relating to containerization? A. The next clause is Clause 8, A, B and C; Clause 10; Clause 11—no, Clause 10 deals with—mentions containers; Clause 12; and Clause 13.

Q. Now, Captain, would you tell us how Clause 8 came to be in the collective bargaining agreement? A. Well, that's the—the language in this clause is the language that was settled—my recollection tells me it was the 1st of December and it was nearly the last thing that was settled in the negotiations. We were looking—the Association was looking to get complete free-wheeling on the use of containers. We wanted to move, we wanted to be able to do what we wanted to do and use the number of men we thought was necessary on this type of operation.

Now, they gave us the right to move the containers but—which is provided for in Clause A—8-A.

8-B provides for a procedure by which we could resolve the issue of paying for that. Okay?

And 8-C—

Mr. Schwarzbart: I'm going to have to object (810) to that, your Honor. I think the testimony

of the witness is at variance with the language of the provisions to which he refers, particularly with respect to 8-A. I believe that black and white reference is that "The employer shall have the right to use any and all containers without restriction and stripping by the union."

And how this witness's interpretation can be drafted from the—drawn from the language of that —set forth in that agreement escapes me.

The Court: Well, let me put it in these terms: Do you have 8-A before you, Captain?

The Witness: Yes, sir.

The Court: What interpretation do you put on that?

And I'll allow you an objection, Mr. Schwarzbart, to my question. What interpretation do you put on that, Captain?

The Witness: Well, we got the right to move containers freely. Okay? That also gave us the right to send them out for manufacturers load. This is what that language meant.

The Court: Well, it says "without restriction," doesn't it?

The Witness: Yes.

The Court: And you could use any and all types (811) without restriction; correct?

The Witness: Yes. But, you see—

The Court: This doesn't—

The Witness: 8-A—

The Court: Wait a minute. Just a minute. Is there anything in there, for example, that would prevent consolidators from operating in that Clause 8-A?

The Witness: But that doesn't deal—8-C deals with that. 8-A—the clause is Paragraph 8 or Clause 8. Okay? And it's got three parts.

The Court: All right.

The Witness: The first part is modified by the second and the third. Okay?

Now, I don't know, the language may be less than precise but it was written by laymen, not lawyers. It was clear to the parties at the time, and it's been clear ever since, there's never been any misunderstanding in my mind, I knew what it meant right from the first day. I don't think anyone in the Labor Policy Committee—they knew what it meant. Even though that I can see the problems with it, I can see in the strict interpretation of the words, the English words, that are there, possibly there's some misunderstanding with people not familiar with the industry. But this is the contract between people who are familiar in the industry. It's a contract (812) between the Association and its employer members. It is made up by the Labor Policy Committee who are the most knowledgeable we have in the industry and the ILA and we understood it.

So it's not for—it's not even material that people don't understand it; we understood it.

In any event, I understood it.

The Court: All right.

(813) By Mr. Lambos:

Q. Captain, with respect to Paragraph C, could you explain to us, please, to what the words "loading" and "discharging" of containers had reference to? And give us the understanding of the two parties to the negotiations in 1959.

Mr. Silberman: Well, I object to the last part.

The Court: Sustained.

First of all, was there a definitional section in this agreement? I look through it and I see none.

The Witness: Are you asking me, sir?

The Court: Do you agree with that?

Yes.

The Witness: No, sir. There was no definitional section there. No, sir. 8C came from the '56 agreement. It was given to us from the union and it came from the third paragraph of the preamble of the '56 agreement, most of the words.

So this paragraph as it's written was handed to us by the union and I remember when we were—we didn't know in those days—none of us were that familiar with container operations.

As I said, most of the companies just handled a few boxes, it wasn't that big a deal. We didn't know how to say what the union wanted and they came in with a (814) paragraph and they said that this is what they want. And I remember it was Jim Young said, "Let's take the language as written, let's put it in the contract. They understand it so let's put it in as written without changing a word."

If you change a word with a committee like they had it becomes impossible to handle.

That's the source of that paragraph and the rather strange language in it comes out the preamble of the '56 agreement.

By Mr. Lambos:

Q. When you say "that paragraph," Captain, to what provision are you referring? A. 8C.

Q. Captain, you mentioned Jim Young. Could you tell the Court who Jim Young was? A. He was chairman of the board of Barber Line. He was possibly the oldest and longest time member of the labor policy committee. He's now dead, unfortunately.

Q. And he was a member of the negotiating committee or the labor policy committee in 1959? A. Yes, sir, he was a member through '59, through the '68 negotiations. In all negotiations.

Q. Now, Captain, you referred to the 1956 collective bargaining agreement.

Mr. Lambos: I would like to have marked for (815) identification as respondent's Exhibit 17 a copy of the General Cargo Agreement for the period October 1, 1956 to September 30, 1959.

The Court: All right.

Mr. Lambos: Your Honor, unfortunately we could only find two copies of this document, and I think it is difficult to make copies because of the nature of the document itself. I will undertake to see that those provisions referred to are photocopied and copies are given to the various parties.

The Court: All right. Thank you.

The Clerk: R-17 for identification.

(R-17 marked for identification.)

By Mr. Lambos:

Q. Captain, I show you respondent's Exhibit 17 for identification and ask you whether this is the 1956 contract that you were referring to? A. Yes, sir, that's what we used to call the "Blue Book."

Q. I ask you to refer to the preamble of that agreement—

The Court: Do you have a copy, Mr. Silberman or Mr. Schwarzbart?

Mr. Schwarzbart: No.

Mr. Lambos: Your Honor, we didn't give them a (816) copy.

The Court: Why don't you give this one to those gentlemen—

Mr. Lambos: I don't have one either but we can all use it together.

The Court: All right.

By Mr. Lambos:

Q. Would you refer to the provisions of the preamble, please, Captain, that you were talking about earlier in your testimony. A. Yes, sir. I said the third paragraph. It's the third paragraph.

Q. And would you read it out, please? A. "The employer members of the Association agree that they will not directly perform work done on a pier or terminal or contract out such work which historically and regularly has been and currently is performed by employees covered by this agreement or employees covered by ILA craft agreements unless such work on such pier or terminal is performed by employees covered by ILA agreements."

(817) Q. Now, was that provision carried forward into 1959 agreement?

Mr. Schwarzbart: Objection—

A. No.

Mr. Schwarzbart: —as to relevance, your Honor.

The Court: Overruled.

A. The ILA, as I said, they gave us—they manipulated—they took the words and changed them around a little bit. For instance, they added "by ILA labor at longshore rates." Okay?

Now—but they took the rest of the words—you could see by the phraseology that this is where it came from.

It is obvious that this is where they got it. They handed us the clause and we bought it. That's—

Q. Now, after the 1959 agreement, Captain, you were with New York Shipping Association on a day-to-day basis? A. Yes, sir.

Q. Would you tell us the application on the piers and terminals of the Port of New York of Section 8-C from that point forward?

Mr. Schwarzbart: Objection, your Honor.

The Court: Overruled.

A. Well, you know, we sent the contract out to the membership and as far as we knew they were loading and (818) discharging local—what we called local containers, what I call local containers coming within the Port of New York. The over-the-road and the shipper's load were being allowed to go through.

Q. Now, could you define a "local container" for us, please? A. That's one where the cargo generates within the area, within—in those days we used the Port of Greater New York map, we didn't have the fifty-mile radius. We didn't have it in the contract although it's, the phrase was being thrown around a little but at that time we had the Port of Greater New York, and that refers to the Port Authority map outlines the whole New York-New Jersey complex.

The cargo generating in this area or destined to that area is what is referred to.

Q. Captain, was there an arbitration involving the container royalty payments as provided by Section 8-B of the collective bargaining agreement? A. Yes, sir.

Mr. Lambos: I would like to have marked as Respondent's Exhibit 18 for identification a document entitled "Containerization Arbitration Award."

(Respondent's Exhibit R-18 was marked for identification.)

(819) By Mr. Lambos:

Q. Captain Haynes, I ask you whether Respondent's Exhibit 18 is the arbitration award that was held pursuant to the provisions of Section 8-B of the collective bargaining agreement. A. Yes, sir, this is the Stein award.

Q. And could you give us the date of that? A. It was sent out in NYSA Report 1839 on November 1, 1960.

* * * * * *

(826) By Mr. Lambos:

Q. Captain, during the period from 1960 through 1962 did your duties include participating in the deliberations of the Labor Relations Committee? A. Yes, sir.

Q. Could you describe the Labor Relations Committee under the contracts then in effect? A. Well, we had—it was a committee composed in session of five members from the union and five members from management. The Port Arbitrator sat as impartial Chairman when it was in session. It met every Tuesday or nearly every Tuesday morning to hear grievances arising out of the contract or under the terms of the contract.

Q. Now, did you participate in these meetings as a staff member? A. I attended the meetings as a staff member, yes, sir.

Q. Do you remember any meetings of the Labor Relations Committee where the issue of the right of the ILA to stuff and strip consolidated containers came up? A. It —well, complaints were filed by the union that our employer members were not living up to the contract. They were letting LTL cargo go through. There were complaints, yes, sir.

Q. What were the determinations made by New York (827) Shipping Association with respect to those complaints? A. Well, when the case would come to us if it was an LTL load we had to tell the company that they had to take the cargo out of the container.

Q. Would the same be true with respect to a consolidated load?

Mr. Silberman: Objection. I first ask the question be reframed, your Honor, but if I understood correctly he was asking whether the witness as part of the New York Shipping Association would have some kind of jurisdiction over a consolidator, not party to the Association—

Mr. Lambos: I was not asking that question at all. I was asking the question of grievances arising between members of the New York Shipping Association and the ILA with respect to the stuffing and stripping on the piers of consolidated and LTL container loads.

The Court: All right. The objection is overruled.

By the way, let me get back to the objection raised by Mr. Schwarzbart. Under the agreement that went into effect on October 1, 1968—and I'm not—

Mr. Lambos: 1968, your Honor?

The Court: I'm not talking now about—I said 1968, yes.

(828) Clarify this for me: Was there not a specific arbitration board provided for the narrow issue of implementation of 8-B? As distinct from general arbitration under the collective bargaining agreement?

Mr. Lambos: Yes, your Honor. In Respondent's

Exhibit 1 you will find that in Paragraph 13 it is provided that—and this—now I'm referring to the collective bargaining agreement effective October 1, 1959. I thought—

The Court: Right.

Mr. Lambos: I thought your Honor said 1968.

The Court: I did. But the arbitration provisions are in the same article in 1968, as well.

Mr. Lambos: Yes, your Honor.

The Court: In any event, how many arbitrators are provided, five, is it?

Mr. Lambos: In the 1968 collective bargaining agreement we have a panel of five arbitrators—

The Court: What about 1959?

Mr. Lambos: In 1959 we had what we called a Port Arbitrator, a single arbitrator.

Now, in addition thereto the 1959 collective bargaining agreement provided for a special arbitration panel in the event the parties were not able to agree on the royalty to be paid under the provisions of 8-B. And that panel is provided for in Paragraph 13.

(829) The Court: Of the memorandum of settlement?

Mr. Lambos: Of the memorandum of settlement.

The Court: All right. I'm clear on that now. Fine. Thank you.

Will you return to where you were, then?

Mr. Lambos: Could you read the pending question, please?

(The following is read by the reporter:

"Question: What were the determinations made by New York Shipping Association with respect to those complaints?

"Answer: Well, when the case would come to us if it was an LTL load we had to tell the company that they had to take the cargo out of the container.

"Question: Would the same be true with respect to a consolidated load?")

A. That's what an LTL is, it's a consolidated load.

(830) Q. When you used the word "LTL" are you referring to a Consolidated load? A. In this period, you know, the use containers was on an upswing but there wasn't that many and we would get occasional calls. I don't —I can't recall, you know, I can't pin the telephone calls or the incidents to a time. Usually the ILA when a container comes down to a pier and they tell the company that that's—you have to take the cargo out of the container they take it out of the container, you know, they would just stop it, they wouldn't handle it.

When the company would call up on occasion the company would call up and we would refer them to paragraph 8B that they had to load and unload containers that came or was destined to the Port of Greater New York district.

Q. Now, Captain, were you present at an emergency meeting of the Port of New York Labor Relations Committee of the NYSA-ILA held on August 8th, 1962? A. Yes, I was.

Mr. Lambos: I ask that this be marked for identification respondent's Exhibit 19.

(Exhibit 19 marked for identification.)

By Mr. Lambos:

Q. I show you respondent's Exhibit 19 and ask you whether the first page does not set forth the determination of the labor policy—Labor Relations Committee and (831) whether the documents following are not the stenographic

transcript of the meetings of the meeting held on that date? A. Yes, it is.

Mr. Lambos: I offer respondent's Exhibit 19 for identification in evidence, your Honor.

Mr. Silberman: Objection, your Honor, on the grounds that it as far as I can determine wholly irrelevant to this proceeding.

The Court: All right.

What's the purpose of the offer, sir?

Mr. Lambos: Your Honor, the purpose of the offer is to show a recognition by union and management in 1962 that a Puerto Rican container coming from a consolidator was to be stuffed and stripped at the pier and there are statements spread out on that record in 1962 by both the chairman and the director of labor relations of Sea Land Services so agreeing that the contract, that is, the provisions of 8C, required such stuffing and stripping.

Mr. Silberman: If counsel would simply refer to what pages he's referring to that might help.

Mr. Lambos: Yes, sir.

I refer to Page 10 to begin with:

"Mr. Chopin: Let me correct that, if you will. I am only saying this, that just in order to conform to the contract I am informed that this company"—referring to (832) Sea Land—"takes this loaded container, strips it and loads it again, just to conform with the contract. Is that correct, Mr. Hayes?—referring to the director of labor relations of Sea Land Services.

"Mr. Hayes: That is right, that is my understanding."

On Page 33:

"Mr. Young: Do I understand that the Puerto

Rican business, the containers, are leased to Freight Forwarders who brokers who themselves load these containers?

"Mr. McAvoy: That is right.

"Mr. Young:"—

Mr. Silberman: Is that the same Mr. McAvoy who is now the chairman of the board of Sea Land?

Mr. Lambos: That's right.

"Mr. Young: When these containers containing Puerto Rican cargo come to the dock, they are stripped and reloaded by ILA labor.

Mr. Hayes: "—referring again to the director of labor relations:

"That is right."

And I refer, of course, to similar statements being made on page 34 where Mr. Gleason complained about Mr. Chopin's characterization of the practice and Mr. Chopin pointed out that it was done to obey the contract:

(833) "That is what I meant before about stripping and loading there. In the Puerto Rican contract they are obeying the contract, they are not paying a royalty."

Mr. Silberman: Well, your Honor, I would object further on the grounds that this is rank hearsay. It is put in for the purpose of establishing the truth of the assertions made in this transcript by one Mr. McAvoy and one Mr. Young of Sea Land that, number one, they were stripping some Puerto Rican forwarder—I don't know who—and, two, they were required to do so by contract. They're not here to be cross-examined and it seems to me that on those grounds it's objectionable.

It is interesting, your Honor, that the same Mr. McAvoy in a deposition given, which I referred to

earlier in this proceeding, down in Washington, or in New York just a couple of months ago, answered a similar question as follows:

"As an official of Sea Land do you have any knowledge as to when the rule on containers first appeared in any collective bargaining agreement?

"Answer: The rule on containers first appeared in that '68 collective bargaining agreement."

(834) Mr. Lambos: And that was a correct answer, your Honor, with respect to that specific question but if Mr. Silberman will go towards the end of that same transcript from which he is reading now he will find that Mr. McAvoy also stated that they were stripping containers from 1959 to the present time. And Mr. Jacobs, you will remember, on his cross-examination, admitted hearing Mr. McAvoy say so.

Mr. Silberman: I think you're referring to your redirect.

I'd be delighted to put the deposition in evidence; that might solve all the problems. I don't think the redirect of Mr. Lambos established the proposition he just stated.

In any event, your Honor, you will recall at the very beginning of this proceeding counsel indicated he wanted to call Mr. McAvoy and he, of course, would be the one to testify as to what particular practices he knew about and, indeed, what he understood the bargaining agreement required him to do. I think that the language that I read in the deposition is fairly clear that he thought at the time he gave his deposition that it was the 1968 agreement when the language first appeared. And the purpose of the offer, as I understand it, is to establish that he thought or an employee of his

thought at some (835) earlier time there was some contractual obligation in an emergency meeting with the union, not in any formal proceeding. An arbitration, an emergency meeting.

Mr. Lambos: Your Honor, this is a document that was kept in 1962 in the normal course of the grievance—of the administration of the grievance and arbitration procedures; it relates to a direct issue in this proceeding and I think that the statements made by the people—that was made in 1962 had no thought or that it might be used in any other litigation other than the grievance that they were then pursuing. I think that Captain Haynes testified that he was actually and physically present during the course of the Labor Relations hearing and that this statement does indicate the state of the collective bargaining process as of August of 1962.

Mr. Silberman: I certainly can't cross-examine it, your Honor.

* * * * * *

(837) The Court: —and I think that there's no reason why what position that he takes here cannot also be announced by him when he takes the stand. Obviously, this document exists, a copy of there and if there is any attempt to impeach him by showing him any prior inconsistent statement this is available to show prior consistent statements.

Mr. McAvoy, I think, if you intend really to rely on a position that he has taken, then I think he should be called because he does play more than just this brief role in this narrative; he obviously is involved in conversations with Mr. Jacobs to which I referred.

I'm going to sustain the objection and will not permit Exhibit R-19.

Mr. Lambos: Would that be to the entire document, your Honor?

The Court: Yes.

(838) Mr. Lambos: Including the determination of the Labor Relations Committee finding that Sea-Land had violated the provisions—

(839) The Court: All right.

Now, what page is that on?

Mr. Lambos: That should be the very first page, your Honor. A letter addressed to Mr. Hayes of Sea-Land Services by Captain Mossman.

The Court: Let me read it.

All right. Well, simply have the witness testify—if he's familiar with the event let him testify with respect to it and then they will be able to cross-examine. And if there is any challenge as to the fact itself you've got a letter here.

By Mr. Lambos:

Q. Captain Haynes, would you tell us who S. S. Mossman was? Was he employed by New York Shipping Association? A. He was secretary to the Labor Relations Committee.

Q. And he would keep the papers, documents and minutes of the meetings of the Labor Relations Committee? A. Yes, sir.

Q. How were the determinations of the Labor Relations Committee announced to the party? A. He sent a letter over his signature to the parties involved announcing the decision that was reached in executive session of the Labor Relations Committee.

(840) Q. Now, as a result of the hearing that was held by the Joint Labor Relations Committee on August 8, 1962, was there a determination that was made by the Joint Labor Relations Committee? A. Yes, sir.

Q. Was that determination given to the participants, namely, Sea-Land Service, Inc., and the ILA? A. Yes.

Mr. Silberman: Your Honor, I cannot hear counsel.

The Court: Keep your voice up.

Mr. Lambos: I'm sorry.

Q. I show you the first page of respondent's Exhibit 19 for identification and ask you whether that is the notification that was given to Sea-Land Services? A. Yes, sir, this is a copy of a letter that was sent to Jim Hayes, Sea-Land Service, announcing the decision of the LRC.

Q. Could you tell us the subject matter of the proceeding before the LRC? A. It dealt with a consolidator bringing down LTL loads—

The Court: Keep your voice up.

A. It dealt with a consolidator bringing down LTL loads in boat—it was really two issues in the Labor Relations Committee meeting. It dealt with both coast-wise (841) intercoastal and Puerto Rican trade, they were both discussed during the course of the hearing.

Mr. Silberman: Excuse me, your Honor, I didn't understand it to be established that the witness was present at the meeting.

Mr. Lambos: I think his earlier testimony did so state.

The Court: Put the question again.

Mr. Lambos: But I'll put the question again.

By Mr. Lambos:

Q. Captain, were you actually present during the labor

relations committee proceedings of August 8, 1962? A. I was.

Mr. Lambos: I offer in evidence the first page of respondent's Exhibit R-19 for identification, which is—

The Court: Any objection?

Mr. Lambos: —a letter dated August 9, 1962, addressed by Captain S. S. Mossman, secretary to the Joint Labor Relations Committee to Mr. James Hayes of Sea-Land Service, Inc.

The Court: Any objection?

Mr. Silberman: I object, your Honor, yes, on the grounds of relevance. I don't see what that document proves.

(842) The Court: Mr. Schwartzbart, you as well?

Mr. Schwartzbart: I would join in that objection.

The Court: I'll overrule the objection.

Mark it in evidence.

The Clerk: R-19 in evidence.

(R-19 received in evidence.)

Mr. Lambos: May I give your Honor here the first page.

The Court: Thank you.

I think so that we can avoid any confusion in the record, let's refer to this letter of August 9, 1962, as 19A, it being understood that R-19 is the full exhibit that you had offered and which I rejected based upon the objections raised by counsel.

Will you, Miss Costello, indicate in your records then that R-19A is the letter of August 9, 1962, and mark the exhibit accordingly.

The Clerk: Yes, Judge.

(R-19A received in evidence.)

Mr. Lambos: Your Honor, also for clarity of the record, I understand that your Honor admitted into evidence respondent's 18 but respondent's 17, which is the 1956 collective bargaining agreement between NYSA and ILA and which was offered in evidence I do not believe has been admitted in evidence and I would—

(843) The Court: There was an objection, I think, to the 1956 agreement?

Mr. Schwarzbart: Yes, your Honor.

The Court: I'll overrule that objection. Let it be marked in evidence.

Mr. Lambos: Thank you.

The Clerk: R-17 in evidence.

(R-17 received in evidence.)

By Mr. Lambos:

Q. Captain Haynes, did you participate in the collectiive bargaining negotiations between NYSA and ILA in 1962, 1964 and 1968? A. Yes, sir.

(844) Q. Were you actually present in most, if not all, of the various sessions? A. I don't believe I missed any sessions. I think I was at all of them. There might have been one that I missed. I don't know.

Q. Captain Haynes, what were the issues in the negotiations of 1962? A. Well, in 1962 the Association's Labor Policy Committee prior to the negotiations developed a slightly different bargaining technique. We went in and with a set of demands designed to give us full flexibility in the use of men, complete freedom in the use of all automated equipment including containers, the palletization, so that throughout the entire bargaining from beginning to end it concentrated on this one area.

We kept—the ILA had a long list of demands but nearly all of the meetings were confined to the discussions of this issue. This is what we deadlocked on.

There was a strike in October for two or three days before they put in Taft-Hartley. The Taft-Hartley expired around the 20th or 21st of December. Then we had a 33-day strike.

The government or—the President sent in a panel of Wayne Morse, Jim Reynolds and Professor Healy to (845) assist the parties in reaching an agreement because of the economic impact on the nation when the entire East Coast goes out.

Q. Pardon me, Captain. A. But the basic issue between the parties throughout the negotiations was automation, containerization and the use of manpower.

Q. Now, you referred to Wayne Morse. Is that M-o-r-s-e? Is that the former senator from the State of Oregon? A. Yes, sir.

Q. Can you tell us what the outcome of the negotiations was after the 33-day strike? A. Well, they, finally—Senator Morse, after many, many meetings—we were up, I think it was, at the Commodore Hotel.

After many meetings he—someone came up with the idea of having a study. We wanted to reduce the size of the gang. We wanted the right to use men on the pier as we saw fit, to hire the number we needed, and assign them as we saw fit. We wanted the elimination of frozen details. We wanted elimination of customs and practices, so on, because we could see that the industry was beginning to automate or in the throes of starting quite a bit of automation.

(846) We were trying to get a better use of the manpower.

So they came down with a recommendation that was finally—both sides bought it where we gave some money

on wages and pension-welfare and I think we gave them another holiday or something, plus a study to be conducted by the Department of Labor.

We had for the first time, I think—we took a short contract of two years. By the time we settled it was January 21st, if I recall correctly.

We took a two-year contract which would give them about—something like eighteen months to do the study.

Jim Reynolds, who was with the Department of Labor, said it would take at least that long. So we put in the contract that they had until mid-summer of '66 to complete the study and report to the parties on it.

We really had a very short contract. It was a couple of pages. That is all it was.

Q. Captain, you say that the study was to be conducted between 1962 and 1966; is that your testimony? A. '63. The contract was agreed to in January '63, late January '63, and they were to do the study immediately and which they did.

They started and made the study up and down (847) the coast, in all ports from Maine to Texas. They did a study in every port, I believe.

(848) Q. How long did that study take? A. Well, we were getting—We got our report, I think—I don't remember. It was April, May or June of 1964. Just at the start of negotiations. We were already sort of having some preliminary meetings when the study was finally put together and presented to us in Washington, so far as the Port of New York is concerned.

Q. Did that 1964 study of the United States Department of Labor play a part in the negotiations of 1964? A. Oh, it played a major part. The contract provided that we had to have—we were to negotiate until, I believe, July 31st. If we couldn't reach an agreement then the panel would return and make a recommendation.

And the panel did return although Senator Morse did not come back. He was busy somewhere else. I forget the reason. And Jim Reynolds of the Department of Labor came back with Teddy Kheel and Professor Healy. They sat in on the negotiations in August and September and finally on the 25th of September they issued a recommendation for settlement. And the language of that recommendation for settlement actually wound up in the contract when we settled the contract in the following—I don't recall now just when we did settle the contract that fall, but it was some time after we went into Taft-Hartley again, obviously.

(849) Q. Was there a strike— A. Yes.

Q. —in 1962 and a strike in 1964, Captain? A. Yes, there was.

Q. Were there lengthy strikes during both periods? A. Yes.

Q. What was the outcome of the 1964 negotiations? A. Well, we got a number of changes in working rules. We had a reduction of three men out of the gang. There was two men to come out on April 1, 1966, and one man on October 1, 1967.

We got the elimination of frozen details. Essentially, the elimination of frozen details. We got restriction on customer practice and the right to eliminate it when the operation changes, which was very important to us because of the increase of automation. What else? The ILA got the guaranteed annual income provisions.

Q. Was this guaranteed annual income provision recommended by the panel of three mediators, Captain? A. Yes, it was.

Mr. Silberman: Your Honor, I object to that. I gather that is being offered to show that somehow the Federal Government's role in this is relevant to your Honor's consideration, which is the Board's consideration.

The Court: Why is it being offered, Mr. Lambos?

(850) Mr. Lambos: It is merely being offered, if your Honor please, as part of the sum and substance of the collective bargaining agreement at that time. I think that the facts will show that there were certain recommendations made by the panel of Presidential mediators. That is a fact.

The Court: I will overrule the objection.

Mr. Lambos: Is there a pending question, Mr. Reporter?

(The reporter reads the previous question and answer.)

Mr. Silberman: Your Honor. I'd like to make a further objection on the ground that unless the witness is prepared to testify there was an actual change in the contract language resulting from the recommendations, I wouldn't feel that this role of the panel would be relevant.

The Court: You explore that on cross-examination. I will overrule the objection. Proceed.

Q. Are the changes that you have testified to set forth in the 1964 collective bargaining agreement, Captain? A. Yes.

Q. Captain, were there any changes in the provisions of Paragraph 8 of the memorandum of settlement of 1959 made either in 1962 or in 1964? (851) A. No.

Mr. Silberman: Excuse me. Objection. You have the 1964 agreement in evidence, counsel.

Mr. Lambos: No. I've handed it to Mr. Schwarzbart.

Mr. Schwarzbart: I have no objection, your Honor, to its being introduced into evidence at this stage. It might help the proceedings if we could follow it.

Mr. Lambos: I have no objection to putting it in evidence.

The Court: Let's mark it in evidence.

Mr. Lambos: I didn't think it was necessary. But if Mr. Silberman and Mr. Schwarzbart would like to have it introduced—

The Court: Fine. If you want it, have it marked in evidence at this point.

The Clerk: R-20 in evidence.

(Collective bargaining agreement was received and marked Exhibit R-20 in evidence.)

(852) Q. Captain Haynes, I show you Respondent's Exhibit 20 in evidence and ask you if you would point out to the Court certain provisions that were added as a result of the negotiations of 1964. A. I'd prefer to work from the Memorandum of Settlement. But if you insist, I'll have to go through this and pick them out.

Q. I'm sorry, Captain. We do not have a copy of the Memorandum of Settlement of 1964. So would you pick out those provisions that were added? A. Well, the income guarantee was added on Page 25, Clause E. I guess that's where it starts. I can't find the—

Q. What page is that? A. Page 25. It runs to the—the guarantee provisions run through there for quite a ways until Page 28—Paragraph 6 on Page 28.

Q. Are there provisions on manpower utilization? A. Yes.

Q. What page do they run on? A. Page 36, Paragraph—I don't know whether it is subpart of something else, subpart of Part 10, I guess, Paragraph 4.

Q. Is there a provision with respect to the size of gang? (853) A. Yes. That would be the bottom of Page 35, Paragraph 3. Right.

Q. Captain, did these provisions that you just pointed out to the Court come out of the report made by the Mediators with respect to the resolution of the 1964 negotiations? A. Yes. The guarantee came out. I am trying to remember now—the adjustments in the manpower and reduction of the gang, yes, that came out of the report.

Q. Captain, when you first came with New York Shipping Association what was the volume of containerization in the Port of New York on an approximate basis? A. When I first came to the Association? I don't know but I'd say less than half of one percent. It was very little.

Q. When you say less than half of— A. One percent, possibly.

Q. Would that be of the total cargo being moved through the Port? A. Yes. That now—wait a minute. The Puerto Rican cargo; there was one operator with a full container operation. He was running, oh, I don't know, eight, nine hundred containers a week, I would assume, at that time. But in the deep sea trade it was very minor, a very minor portion of the work.

(854) Q. Has that volume increased from 1949 to the present time? A. From 1949?

Q. 1958 to the present time. A. Yes. It rose. The number of containers being handled on break-bulk ships in the deep sea trade other than the Puerto Rican trade rose fairly gradually because they were handling them on break-bulk vessels. It is difficult to handle them on break-bulk vessels. You can only put them in the square of the hatch or on deck. So it rose fairly slowly. It didn't really blossom out until about 1966, 1967, 1968, somewhere in there. It really went wild at that point in time because they started the full container ships on the North Atlantic run then.

Q. What period was that, Captain? A. I think it was around 1967. It may have been in late 1966 but I think it was in 1967.

Q. Now, were you involved in the 1968 negotiation? A. Yes.

Q. Will you tell us what the major issues of the 1968 negotiations were, Captain? A. The major issues in 1968? It was still containerization, automation.

Q. Can you tell us the opening position of the ILA with respect to containerization? (855) A. They wanted to stuff and strip all containers.

Q. What was the opening position of NYSA? A. We wanted to move them freely without any restriction whatsoever.

(856) Q. Could you describe the negotiations with respect to their duration and the work that was done with respect to the issue of containerization, please? A. Well, in '68, we started, late spring. We ran right through the summer up until the 1st of October. Then there was a strike. We had the Taft-Hartley. I think the fastest one on record. We had one day. But they wouldn't go back to work, I think, until the 3rd because we got the Taft-Hartley at five p.m. on the 1st of March and they wouldn't take orders until three p.m. the next afternoon. So they didn't get back to work until the 3rd.

Then there were negotiations until the Taft-Hartley expired around the 20th of December and they went out again. We reached agreement in New York on January the 12th but the strike continued until February 14th, if I remember correctly.

Q. Were there intense negotiations with respect to container rules, Captain? A. Well, by '68 the containers were already now a big item. There was a lot of cargo going through containers. There was a lot of ships, full container ships. They were operating.

You know, the entire hatch of the ship was being moved out onto the pier and hauled away and the ILA didn't have any work which was what it amounted to. They

(857) could see—there was so many ads. One of the real problems in the negotiations was the fact that a number of our companies, utilizing great discretion, if I may put it, in quotes, were putting ads in the papers about how many—when the ships were coming in, the full container operations, and what it worked—it caused terrible problems in negotiations of containers.

The ads—Teddy Gleason was the negotiator. He would come into the session clutching a fistful of ads that he had clipped out of the papers about what was going to happen. It really caused us an awful problem. It was essential—it soon became apparent that we weren't going to get a contract at all unless we had some kind of clear rules that everyone could follow.

So there was a committee appointed rather late in the negotiations. Well, I don't remember just when it was appointed. It was appointed sometime in the fall. And they tried to work out the rules on the containers and they did eventually come out with the rules on containers that appeared in the 1968 negotiations.

What that committee did was tried to set down what had been happening up to that point and put it in writing so that everyone on the street could understand it. There was a lot of problems and honest problems in handling containers and there still is some honest problems in (858) handling containers.

There are a lot of situations that occur where there is real, honest differences of opinion between the parties on what is meant, on what is meant by the shipper load which we also had. We had shipper loads.

The Court: I think we are wandering too far. Let's try to compress this. I think we are getting beyond the scope of the question.

If you feel you want to get into these areas, you

better ask your questions. Sometimes too much direct creates too much cross and too much cross creates too much taking of time.

Let's compress a little bit.

By Mr. Lambos:

Q. Now, Captain, as a result of the work of this committee—

The Court: To coin a phrase, as impressed as I was by your testimony.

All right. Go ahead.

The Witness: That's also in quotes.

Q. Captain, were there many, many drafts on the Rules on Containers before you came to final agreement with the ILA? A. Yes.

Q. Did this take a long period? (859) A. Yes.

Q. Did the committee work ofttimes around-the-clock to get into the final agreement that was reached? A. Yes, they did.

Q. Captain, after the Rules on Containers were adopted in the 1968 negotiations was there a body created under that contract to administer the rules and hear grievances with respect to the rules on containers? A. Yes, sir, there was.

(860) Q. Was that body called the NYSA-ILA Container Committee? A. Yes, sir.

Q. Did the NYSA Contract Board created under that Container Committee carry out these functions? A. I think you have that backwards. The Contract Board created the Container Committee. They appointed the Container Committee instead of the other way around. Maybe I misheard.

Q. Wasn't the Contract Board and the Container Committee one and the same body in that period? A. Yes, they were.

Q. Did they hear many grievances relating to containers? A. Yes, they did.

Q. During that period? Were you present during that time? A. Yes.

Q. Did many of these grievances relate to consolidators? A. Yes.

Q. And in cases where a consolidated container was the subject of the grievance, what was the determination of the Committee? A. If the container had moved, that the company had (861) to pay a fine.

Q. When you say "the company," what company? A. The Steamship company.

Q. Captain, you are presently the Director of Administration of the New York Shipping Association? A. Administrative Director, yes, sir.

Q. What are your functions as Administrative Director? A. Well, I am in charge of the administration of the Association which covers the collection and disbursement of funds, the daily administration of the offices. We have a Labor Relations Department, Seniority, GAI. I handle the GAI area.

Q. Captain, being familiar with the Guaranteed Annual Income, do you know how many men there are presently eligible to receive benefits under the Guaranteed Annual Income Program? A. There is about 13,700, roughly, today.

Q. How many men are actually receiving benefits under that program? A. Well, we issue checks under the guarantee program every two weeks. We issue checks to about 3,300 men every two weeks, in that area.

Q. Has there been a sharp reduction in man-hours in the Port of New York over the last five or six years? A. Oh, yes, sir.

(862) Q. Is that reduction in man-hours reflected in Petitioner's Exhibit—I'm sorry—Respondent's Exhibit 12, which I show you, Captain? A. Yes, it is.

Q. Now, Captain, if you will look at the last line of Respondent's Exhibit 12, it shows that as of September 30, 1971, there were 16,741 eligibles or the total number of employees in the Port. You state that at the present time there are approximately 13,700? A. Well, your figures are incorrect. As of September 30, 1971, there was 17,568. As of September 30, 1972, 16,741.

Q. As of— A. Now we have about 13,700.

Q. And the number of longshoremen in the Port has been declining, has it not? A. Yes, sir.

Q. Despite that decline, Captain, has the guaranteed annual income been increasing each year? A. Yes.

Q. And has it been increasing by very substantial amounts? A. Yes. Millions of dollars.

Q. What was the payment that was made during the last full contract year by members of the New York Shipping (863) Association for guaranteed annual income? A. The last full cost of the GAI Program for last year was $33,493,941.

Q. Do you have an estimate as to what it will be this year? A. About 38-point something. Thirty-nine million.

Q. Now, Captain, what would be the effect on the guaranteed annual income and the Port of New York if, for some reason, the work performed on the docks in the Port of New York on consolidated and LTL cargo were not to be performed on the docks?

Mr. Silberman: Objection.

Mr. Schwartzbart: Objection.

The Court: What is the basis of the objection?

Mr. Silberman: The objection goes to the scope of the question and its speculative nature. But pri-

marily the scope. This proceeding deals with one consolidator, Consolidated Express. We have no information—we have no evidence before the Court as to the status of other consolidators; indeed, whether they have the same position within the interpretation of the General Counsel as to permit them to file a charge and so forth.

It seems to me that the scope of the question goes way beyond anything appropriately before the Court.

Mr. Schwartzbart: I would raise a further objec-
(864) tion, your Honor, to the effect that the Court and counsel and the world is aware that containerization is not the only thing that has had the effect of —perhaps had the effect of reducing—fixing the amount of work available on the waterfront.

For example, the impact of the large airplanes that have come into play.

Mr. Lambos: Your Honor?

The Court: I know. That particular aspect of our economic life or our society is not before me.

(865) Mr. Schwarzbart: Yes, your Honor. But there has been no foundation laid which would in any event—what has been handed to the Court at the present time is that containerization has been the only thing that has affected employment at the piers.

No mention has been made of automation. No mention has been made of the effect of the transfer of freight by air.

We are now in the age of the great 747's which can carry, so far as I know, as far as freight, a whole oceanliner. If you want—of course, I would defer to the expertise of—

The Court: I have the thrust of your objection, Mr. Schwarzbart and Mr. Silberman. I am going to overrule the objection.

Answer the question if you have it in mind. If not, we'll have it read.

A. Well, if the change of rules—if we were to eliminate the loading, stuffing and stripping of Consolidated loads, there is about one million boxes moving through the port or a little better than that each year and about twenty per cent of that is loaded and stripped—stuffed and stripped. That is two hundred some-odd thousand. That would be about one thousand boxes a day that are coming down to the various operations.

(866) They use two footmen, a checker and driver when they are working the boxes, as I understand it. So that is four men per box.

Assuming you got—that each team could work two boxes a day. You're talking about two thousand or a little better jobs a day that would be eliminated.

If we took two thousand men off the waterfront tomorrow there would be some other ancillary people who would be removed. So you could assume there would be another four or five hundred, anyway, maybe more. This would mean that those people would now go to the hiring hall and check in as available for work and they would become eligible then to receive full guaranteed payments.

Added on top of the 3,300 we have got there now, it would mean they'd get full payments of about $16,500 a year including fringes.

So that 16,500 times 2500 is some 42, 43, 44 million dollars more.

We would then have to, if that was done now, we'd have to raise our tonnage assessment another $2.00 a ton to cover the cost of that effective October 1.

In the past one time we raised the assessment a dollar a ton and we lost about ten per cent of the cargo is what it looks like. We do a straight line projection, it means

we would lose a minimum of twenty per cent of (867) the cargo we presently got, and, therefore, we would lose the manhours on that cargo plus the tonnage income that comes in from that cargo.

* * * * * *

(871) Q. Mr. Novacek, what has your—what is your present position? A. I'm Executive Vice-president of Seatrain Lines, Container Division.

Q. How long have you held that title, sir? A. That particular title I've held about a month.

Q. Did you have a position with Seatrain prior to a month ago? A. Yes.

Q. Could you state what that title was, sir? A. At that time I was President of the Division running the Atlantic portion of it.

Q. How long were you president, sir? A. About two years.

(871) Q. Mr. Novacek, I invite your attention to a time on or about June 12th, 1973. Do you recall on that date giving testimony relevant to a proceeding before the Federal Maritime Commission? A. Yes.

Q. I would like to invite your attention to Page 95 of the deposition that you gave on that date. I will read starting on Page 8. This refers to a time prior—the testimony that I'm referring to relates to a time prior to March, 1973.

(872) At that time, sir, did you say, well, I believe that as this proceeding commences you will find that every carrier in the Port of New York that was bound by Rule 1 did not abide by Rule 1 prior to March and I gather that we did the same thing. I never heard anything about it at this time?

Mr. Lambos: Objection, your Honor.

The Court: Sustained. The procedure is improper. Put questions to the witness.

By Mr. Schwarzbart:

Q. Is that your testimony on that day?

Mr. Lambos: Objection, your Honor.

The Court: Mr. Schwarzbart, the procedure is improper.

Mr. Silberman: Your Honor, could we have a brief session?

The Court: Yes.

Q. Mr. Novacek, at present is it the policy or practice of your company to provide containers to consolidators of LTL Freight?

The Court: Can I hear that question, please?

(Question read.)

A. Well, it depends on who the consolidators are and where they are located.

Q. Specifically, Consolidated Express, Inc., in (873) Maspeth, New York. A. Conceivably, if they were going to consolidate some cargo in Chicago, we might give them a container, yes.

Q. With respect to the Puerto Rican trade, the trade going between the Port of New York to San Juan, Puerto Rico. A. It's difficult for me to give you a precise answer because my particular responsibilities now are world-wide marketing.

To the best of my knowledge, we don't provide containers to consolidators who do not come within the purveyance of Rule 1. But whether or not we are doing it today, I don't know.

(874) Q. I see. As of a month ago, when you were President, what was the policy? A. The policy then was not to provide containers to consolidators who did not comply with the requirements of what I think is called Rule 1.

Q. At that time, about a month ago, was it the policy and practice of your company to strip and stuff freight received from such consolidators? A. It was the policy to do that, if we received any such freight, yes.

Q. Now, sir, going back to February, 1973, do you know whether it was the practice at Seatrain to strip and stuff containers received from consolidators of LTL cargo in the Puerto Rican trade? A. Again, it would depend on where the cargo originated.

Q. If it originated within fifty miles of the Port of New York? A. I think that there is probably more conditions attached to it than just that one statement.

Q. And if they were not considered to be beneficial owner? A. I think that, to answer your question, you'd have to take into account all of the requirements stipulated in Rule 1.

* * * * * *

(875) Q. Could you explain to the Court what you mean by a Rule 1 container? A. I really don't think that I am qualified to because I don't think I've looked at Rule 1 in three months.

The Court: How long had you worked with it, Mr. Novacek?

The Witness: I worked with it for a period of about a month or so.

The Court: You had to know it then, didn't you?

The Witness: My recollection is general.

The Court: Let's have your general recollection.

The Witness: It's along the line that any facility that was not a waterfront facility manned by ILA

deep sea labor was not acceptable as a consolidation point within the fifty-mile area of New York.

Q. With your understanding in mind, does the term "beneficial owner" have any meaning to you in connection with Rule 1? A. I believe it is tied in with Rule 1, yes.

Q. In what way, sir? A. I believe that anyone who is a beneficial owner would be exempt from that Rule.

Q. So, then, as the Rule 1 containers are referred (876) to in the industry, those would be containers that are not exempt under the terms of the Rules on Containers; is that correct? A. Would you repeat that, please?

Q. Would it be your understanding, sir, that with respect to the use of the term "Rule 1 container," that as it is used in the industry a Rule 1 container would be a container that would be required to be stuffed and stripped; is that correct? A. I believe that probably is correct, yes.

Q. Now, then, with respect to Rule 1 containers, in late 1972 was it the policy and practice of Sea-Land—I am sorry. Strike that—of Seatrain to stuff and strip containers at the pier? A. Well, I think we'd have to better define the question. You see, we didn't really have a stripping or stuffing station at the pier at that time.

Q. I see. You did have—Did you do your own—Were you the direct employers of your—of those who did stevedoring work for your company? A. The stevedore works under a contract and we did have a contract stevedore. The point I am making is that we did have an LTL station but it wasn't a waterfront facility. We had a stuffing and stripping station of our own operated for us by a stevedore.

(877) Q. In late 1972 where was this station located? A. In Secaucus, New Jersey.

Q. Who was the—You stated that this facility was operated for you? A. That's right.

Q. Who operated it for you? A. Our stevedore operated it for us. United Terminals is the name of our stevedore.

Q. At that time did United Stevedoring do this work on direct contract with Seatrain? A. That's right.

Q. Was United Stevedoring, to your knowledge, a member of the New York Shipping Association? A. I believe they were. I couldn't positively state that.

Mr. Schwartzbart: Can we get a stipulation?

Mr. Lambos: We will stipulate that they were an associate member of the New York Shipping Association.

Mr. Schwartzbart: Thank you, sir.

The Court: At that time?

Mr. Lambos: At that time, your Honor.

The Court: All right.

Q. And the stevedoring company employed persons who were represented for purposes of collective bargaining by the ILA? (878) A. I believe that is correct, yes.

Q. Is this facility at Seacaucus still in operation? A. No, it is not.

Q. When did that come to an end? A. Oh, some time around March, I believe.

Q. That is March of this year? A. Yes.

Q. Can you explain to the Court why—the circumstances under which the Secaucus facility was terminated? A. There were a number of reasons for it. One was that we were also receiving at another facility which was run for us by Puerto Rican Forwarding as agents for us. So it did make some economic sense to bring the two together at Secaucus and this other one into one facility which we did at Port Newark in an area called Shed 154.

The second reason was that both of those other facilities obviously were violations of Rule 1.

(879) Q. Could you explain that, please A. Well, they didn't meet the requirements of Rule 1 that I believe I stated earlier.

Q. Is that because your facility was stripping—was handling Rule 1 containers without stuffing and stripping them—I'm sorry—stripping and stuffing them? A. It wasn't a waterfront facility. That, in itself, was enough of a reason to move into a waterfront facility.

Q. There is still a question before you as to what was the procedure with regard to what was done at that facility. Now—strike that.

Could you state to the Court, please, just what was the business of the Secaucus facility, what operation was carried on there? A. Well, it was the facility that we had for receiving which was referred to as less than trailer load shipments and then stuffing them into our own trailers. Small shipments.

Q. So that you would receive cargo freight of less than trailer loads from various sources and put them all in one container there; is that correct? A. Well, we'd receive them from various sources and put them into our own containers. Yes, sir.

Q. Then what would you do with the containers after (880) they were filled? A. They would go to our main terminal at Weehawken and go on board our ships there. The reverse was true on inbound cargo that had to be delivered, small lot shipments.

Q. Is it not a fact, sir, that in late 1972 the containers that were received from your Secaucus facility to your Weehawken pier were loaded on board ship without being stripped and stuffed along the way? A. That's true.

Q. How long did that continue, sir? A. That's true because there was no place to strip them, you know. In other words, once they left Secaucus we had no other facility to strip them.

Q. So then your testimony is that they were loaded without being stripped and stuffed? A. That's right.

Q. And with respect to—now, the freight that you shipped out went to Puerto Rico? A. That's true of any freight that we receive there. Some of it was Puerto Rican freight, yes.

Q. So then the converse would be true; you would also at your Weehawken pier receive freight northbound from Puerto Rico? A. Yes. We had some of that.

Q. During this period in late 1972 what would be done (881) with the trailers that were received at Weehawken? A. Which trailers? I'm sorry.

Q. Northbound. A. Which type of northbound, anyway? The kind that had small shipments in them?

Q. The trailers, the freight. All kinds. A. They were moved over to Secaucus.

Q. Were they stripped and stuffed at the pier before going to Secaucus? A. No. As I said before, we had no facility at the pier to do that. So we stripped them at Secaucus.

* * * * * *

(888) Q. Now then, sir, you testified that in March your Secaucus facility closed. A. That's correct.

Q. Do you presently have an arrangement with their Puerto Rican Forwarding Company? A. Well, that's not quite correct.

Q. Could you explain, please. A. We have an LTL stuffing and stripping operation at Pier 154, or shed 154, I should say, in Newark, and it is run for us as agents by Puerto Rican Forwarding; however, they're working directly for our stevedores, United Terminals.

(889) Q. You stated Puerto Rican Forwarding works for United Terminals. A. Well, United Terminals actually handles the ordering of the labor. The only parts that's rendered by Puerto Rican Forwarding is to see that the

containers—the paperwork is properly handled, documentation and that sort of thing.

Q. I see. How long has that been going on? A. Ever since we went to Newark, which is about March.

Q. Of this year? A. Yes.

Q. And do you ship with any other carrier—does Puerto Rican Freight—Forwarding Company ship with any other carrier than Seatrain? A. Puerto Rican Forwarding Company may on occasion give some of the trailers that we stuff there to other carriers, yes.

Q. And since March what, if anything, has been done with respect to stripping and stuffing after freight originating—that has been—containers that have been—strike that.

Since March Puerto Rican Forwarding has been assembling LTL freight for you, is that correct? (890) A. Well, they were assembling LTL freight for us prior to March at a different facility which I mentioned earlier.

Q. And where was that facility again, please? A. I believe I mentioned that we had two facilities, one was at Secaucus—

Q. Yes. A. —and the other one was at North Bergen which was the Puerto Rican Forwarding facilities as agents for us, again.

Q. Was the North Bergen facility at the pier? A. No, that was an off-terminal facility also. We had no capability at our pier.

Q. I see. And is it your testimony then that the North Bergen facility also came to an end in March of this year? A. Yes. As I pointed out, we merged the two together in one facility at 154 Newark.

Q. I gather from your testimony then that there was a big change in the requirements of the industry in the practices of the industry with respect to enforcement of the rules on containers in or about March of 1973, is that cor-

rect? A. There seems to have been a lot of talk about it, yes, a lot of activity.

Q. I see. And this change affected Seatrain's (891) operations materially, did it not? A. Well, I can't say necessarily that it was a cause of that because for some time we had been considering putting the two facilities together.

(892) Q. I see. But is it not your testimony that what precipitated the putting of the facilities together at this point was the events of the more stringent enforcement of the Rules on Containers that came about at that time? A. That may have expedited our decision, yes.

Mr. Schwarzbart: I have no questions, your Honor.

The Court: Do you have any questions, Mr. Silberman?

Mr. Silberman: I do, your Honor.

The Court: All right. Let's hear it.

Direct Examination by Mr. Silberman:

Q. Mr. Novacek, do I understand your testimony to mean that with respect to Consolidated Express that you did not strip its containers when they arrived at your Weehawken pier and restuffed them prior to February of 1973? A. That is correct.

Q. And how far back does that process go, when did you start business? A. I think we've been doing business with those good people for a long time, several years, anyway.

Q. Do you have an estimate when it started—When did Seatrain start in operation? (893) A. Seatrain?

Q. Yes. A. About 1927, I think.

Q. In the container operation? A. No, the containers came about eight or nine years ago.

Q. And what about the Puerto Rican run? A. That was about—that was when we started with containers.

Q. And that was eight or nine years ago? A. I believe it was about nine, now, yes.

Q. Yes. And how far back have you been doing business with Consolidated Express, as best you can recall?

Mr. Lambos: Your Honor—

A. I've only been with Seatrain three years and as long as I've been there we've been doing business with them.

Mr. Lambos: I think the witness testified that he was with Seatrain for a period of two years and I think he ought to be asked whether or not he knows with respect to this practice of doing business with Consolidated.

Mr. Silberman: Your Honor, he responded three years, that he's been with Seatrain three years just now and—

(894) The Court: How long have you been with Seatrain?

The Witness: I've been with them three years and four months.

The Court: All right.

The Witness: Two years in the position that I think he was (indicating Mr. Lambos) talking about.

The Court: All right.

By Mr. Silberman:

Q. Now, there came a time early in 1973 when you, Seatrain, started to strip Consolidated Express's containers when they came to Weehawken, is that not so? A. Well, it can't be so because we have no facility for stripping in Weehawken.

Q. When they came to Weehawken—That doesn't mean you strip them there, you may have stripped them some-

where else. What did you do—Let me strike and rephrase the question, so I can get it across.

After the CANASA (*sic*) rules were adopted in late January of 1973 did you change your method of doing business with Consolidated Express? A. I think we probably changed our method of doing business with several consolidators; we simply lived up to a rule that we had agreed to.

Q. I see. And how did you do so? A. There were only two ways to do that: One was to (895) strip; and restuff into your own equipment. I don't actually know whether and how often we did that. Mainly because I think we stopped receiving any freight from Consolidated about that time.

Q. Wasn't there a period of time to your knowledge where you actually stripped and restuffed into another container— A. I think we might have done some of that with their business, yes, now that I remember.

Q. In perhaps February or March, 1973? A. About that time, yes.

Q. And— A. It wasn't done at Weehawken, though.

Q. No, no, I understand that.

What did you do when it came to Weehawken, you shipped it over to Secaucus? A. Well, that's hard to say. I believe we were out of Secaucus by then.

Q. Well, you shipped it to whatever facility you had then in order that you could utilize it for stuffing? A. That's right.

Q. Now, did you hear any complaints from Consolidated Express about that time when you started stripping? A. As I recall, they were a little unhappy about that, yes.

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(900) Q. Now, were you with the company when you had your Puerto Rican ships at Edgewater, New Jersey? A. In the closing months of that operation, yes.

Q. And is that not a fact that you had a stuffing and

stripping facility at Edgewater? A. I understand that we did. I really don't remember it but—we were just pulling out of there when I came with the company.

* * * * * *

(903) Q. Is it your testimony, Mr. Novacek, that prior to February 3, 1973, that Seatrain Lines was not stuffing or stripping container loads of LTL or consolidated cargo coming to its piers as a general practice? A. I'd like that repeated, please.

The Court: All right. Read the question.
(The pending question is read back.)

A. Well, I think as a general practice we were not stuffing or stripping consolidated loads, that's right.

(904) Now, do you know this of your own personal knowledge, Mr. Novacek? A. I do not know it of my own personal knowledge for a period—for a long period back, no, you're right.

Q. Mr. Novacek, it is a fact, is it not, that Seatrain by and large has done very little business with consolidators in the past? A. That's a true statement, yes.

Q. As one in charge of marketing do you know it to be a fact that Seatrain has been particularly interested in full container loads rather than consolidated or LTL work? A. I think that that's true, that's demonstrated by the fact that we never even made provisions to have a dockside LTL station; we were more interested in trailer load traffic.

Q. Now, isn't it a fact, therefore, that if there was little stuffing or stripping by Seatrain prior to February of 1973 it is because Seatrain had very little of such business?

Mr. Schwarzbart: Objection.
Mr. Silberman: Well, I object.

Mr. Schwarzbart: I object. The witness testified that there was no stripping and stuffing.

(905) The Court: I will sustain the objection. Rephrase the question. Put it in terms of "to the extent."

Mr. Lambos: I don't follow that.

The Court: "To the extent there was none."

By Mr. Lambos:

Q. To the extent that there was no stuffing and stripping would that be because Seatrain Lines handled very little of the LTL or consolidated business? A. I believe that's a contributing factor. We were by far the smallest carrier of that type of freight.

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(904) Q. Mr. Novacek, it is a fact, is it not, that Seatrain by and large has done very little business with consolidators in the past? A. That's a true statement, yes.

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(905) Q. To the extent that there was no stuffing and stripping would that be because Seatrain Lines handled very little of the LTL or consolidated business? A. I believe that's a contributing factor. We were by far the smallest carrier of that type of freight.

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(906) Q. When Mr. Lambos asked you whether you didn't particularly want LTL or consolidated cargo but rather full trailer loads, I wasn't sure I understood the distinction between consolidated and LTL. That was by way of background to my question which is that consolidated into one full container is not LTL, is it? A. Well, that's—you're dealing with semantics now. I believe the cargo inside of that container is considered LTL.

Q. But is it LTL to you? In other words, when Consolidated puts a container together—I don't want to use union—when a consolidator puts it all together it's a trailer load container which you can handle and put it on the ship without any intermediate handling. That's the work you wanted? A. I said we were more interested in trailer load traffic and if that particular definition means it's trailer load, I guess it would fall within my—within my anwer, yes.

* * * * * *

(908) Q. Were you aware that containers had to be stuffed and stripped if they were consolidated loads? A. I think that when it was brought to my attention at a time when I was held responsible for it I did realize it had to be done and that's when we did it.

Q. Could you tell us when it was brought to your attention? A. It was brought to my attention in about February of this year, February or March.

(909) Q. Do you recall any meetings in January of 1973 between the ILA and the various carriers that do business to Puerto Rico? A. There might have been some. It could have been January instead of February; I don't remember the exact time.

Q. Do you recall who was at those meetings in A. As I recall all of the Puerto Rican carriers were at least at one of those meetings, yes.

Q. Did members of the ILA complain about the loading and stripping then? A. Complaints were made, yes.

Q. So you did have knowledge in January. A. Or February. Maybe it was January. One month's difference I'd—

Q. Well, do you recall meetings prior to December with all the carriers in the Puerto Rican trade? A. There might have been meetings prior, yes.

Q. Do you recall whether or not there were complaints at that time? A. I think that there have been complaints about that particular requirement, yes.

Q. So you did have knowledge in December? A. Could be, yes.

* * * * * *

(911) Redirect Examination by Mr. Schwarzbart:

Q. With respect to certain questions that Mr. Lambos asked you toward the end of his inquiry, is it not—Do you not recall, Mr. Novacek, whether as a matter of policy Seatrain preferred non-vessel operating common carriers perhaps like Consolidated to handle LTL freight?

The Court: May I have the question, please?

(The pending question is read back.)

Mr. Lambos: Your Honor, I object to that question.

The Court: Sustained.

Mr. Lambos: It's like saying to NYSA "Would you prefer not to have a contract with the ILA?" and it would give the same type of answer.

Mr. Silberman: I don't understand the objection.

The Court: I've sustained the objection. I don't understand the question.

Put that question again. Rephrase it, please. I could have put it to you to see if you understood it but I have to make the determination based on your answer so I have to understand it and you have to understand it.

Go ahead, Mr. Schwarzbart.

* * * * * *

(914) Q. Was it not a fact that even by 1968 cargo had for many years been handled in shipper-loaded containers at the pier of New York? A. I said to my knowl-

edge at the company that I was employed by that they were using—they were sending containers out for some period of time between 1953 and 1958, some of the containers were going out to shippers. That is correct.

(915) Q. So then there was a separate tradition being formed at that time, Captain, with regard to the loading of containers being done away from the waterfront, that—

> Mr. Miller: Objection, your Honor. This man can't testify to a tradition that was occurring when he was working with one company. That's what he was talking about.
>
> The Court: Finish the question, will you?
>
> Read the question up to the point where the objection was put.
>
> (The pending question is read back.)
>
> The Court: That what?
>
> Mr. Schwarzbart: I'm sorry, I was sort of examining the document.
>
> Will you please read the question.
>
> The Court: Why don't you do this, which do you want, the question read and pick it up from there or do you want to state the question again?
>
> Mr. Schwarzbart: I'll restate the question.
>
> The Court: All right.

By Mr. Schwarzbart:

Q. So, accordingly, was there not a longer standing tradition of having freight placed into containers by persons not necessarily represented by the ILA at points away from the waterfront existing even by 1958? A. Yes, I so testified that there were some (916) containers on the pier on which I was employed that went off the pier prior to—

Q. That's correct. A. —the first of June 1958.

Q. In fact, if we were to look at R17, which is the collective bargaining agreement between the New York Shipping Association and the ILA effective 1956 to 1959, we would find no reference at all to containers, is that correct? A. I don't recollect any reference in that contract to containers, no, sir.

* * * * * *

(921) The Court: Is there a collective bargaining agreement in addition to the Memorandum agreement? I thought there was.

Mr. Lambos: Not in 1959. The 1959 memorandum of agreement incorporated by reference in the last paragraph, if your Honor will notice, this blue booklet and both of them combined constitute the collective bargaining agreement of 1959 with the ILA, and to the extent that this (922) booklet has not been modified by any provisions in the Respondent's Exhibit 1 these two documents comprise the agreement between the ILA and the NYSA.

The Court: All right. Now, that blue booklet you told me, has it been marked?

Mr. Lambos: It is.

The Court: What number?

Mr. Lambos: It is R-17.

Mr. Silberman: That is the 1956 agreement. In other words, it incorporated by reference the 1956 agreement insofar as it was not inconsistent. Is that correct?

Mr. Lambos: That is correct.

The Court: All right, fine. I think the record is straightened out.

The Witness: To be absolutely totally complete in the answer, there are several other craft agreements that are incorporated also in that last paragraph and they are part of the agreement, and what

Mr. Lambos says, this is the whole agreement, he should have said there are some other craft agreements.

Mr. Lambos: I stand corrected by Captain Haynes.

The Court: All right. Thank you.

By Mr. Schwarzbart:

Q. Was it not a fact, sir, that with respect to the (923) 1959 agreement the employer by its terms "should have the right to use any and all type of containers without restriction or stripping by the union"?

The Court: That is 8-A? A. That's 8-A?

Q. Yes, sir. A. Yes, sir, and that was the terms of the contract. That was 8-A.

Q. That is correct. A. Right.

Q. And yet you testified, sir, that by the terms of this agreement the ILA would have the right to strip and stuff, is that correct? A. Yes, sir. I didn't say "strip and stuff." They had the right to load and unload.

Q. That is correct. A. We didn't use the words "stripping and stuffing." Stripping was in there but stuffing didn't come along until 1968, as far as I know. We used "loading and unloading" in those days. Or "loading and discharging."

Q. And you contend, I believe, that by the terms of the—

Mr. Schwarzbart: May I see the arbitration award?

Mr. Silberman: Is this it?

(924) Mr. Schwarzbart: Yes.

What is the exhibit number on that?

Mr. Lambos: R-18.

(925) Q. Was it your testimony, then, that by the terms of the arbitration award of 1960, which was referred to in your direct testimony, that jurisdiction over stripping and stuffing of containers from LTL consolidators—the stripping and stuffing jurisdiction was extended over their containers by virtue of the arbitration award?

Mr. Lambos: I object, your Honor, there was no such testimony on direct.

The Court: Do you recall any such testimony?

The Witness: No, I didn't say that the Stein award extended anything. The Stein—all the Stein award did was to provide a royalty payment on—for shipper-loaded containers; that's all it did.

It set a dollar ton, seventy cents, and thirty-five cents per ton.

Q. Then is it not a fact, sir, that there was no provision made contractually for the stripping and stuffing of cargo received from consolidators until the rules on containers were executed in 1968? A. I testified that Paragraph 8, Clause 8 of the '59 agreement, the whole clause, not just part of it, all of it covered containers. Not completely, there was another clause dealing with gang size and so on. But the whole clause.

(926) The first paragraph was modified by the second and third paragraphs and the third paragraph provided for the loading and unloading of containers by the ILA within the port of the New York district.

Q. But what terms then did you use for the actual placing of full containers on board ship? If you— A. We didn't go into a definition—

Q. If you unloaded. A. I'm sorry, finish your question.

Q. Well, if loading and unloading means—back in the early 1960's meant stripping and stuffing then what words were you using for the present definition of loading and

unloading? A. That was one of the problems. That's why we defined it in '68 because there was confusion out in the street over the terms. That's why the definition went in. It's the first thing in on the rules on containers because we had confusion amongst everybody on the terms to be used. They were using "loading and unloading, loading and discharging" all kinds of terms.

In '68 they defined the terms and since then it's become, you know, the accepted catch word for the industry.

Q. I see. So then the confusion started in 1959, is that correct? With regards— A. There was no confusion on the functions, there (927) was no confusion on the functions. The negotiating parties, the ILA and the NYSA knew what we had agreed to. There was no confusion.

Q. Then what was your testimony a while back with respect to the use of the term "confusion"? A. Well, the confusion was apparently here, it's never been in the minds of the people in the industry; we always know what we are talking about when we are talking about our business.

Q. But you also testified, did you not, that there was a great deal of industrial strife during the period that followed the 1959 agreement, did you not? A. That's right.

Q. And that related to the rules on containers? A. That's right.

Q. Now, did not— A. There was no rule on container then, we just had the contract. You know, don't—you're getting me confused when you bring in words that deal with one contract back to the other and I get all confused.

Q. I'm sorry.

There was no rule on containers until '68. Okay. Fine.

So then you had had some controversy with respect to containerization back in the early 1960's, did (928) you not? A. Yes, sir, we did.

Q. In fact, these manifested themselves through a goodly number of strikes, did they not? A. There was labor difficulty at various operations over the—

Q. But yet at the same time you testified that everybody knew what the rules—or strike "the rules," what the practices were concerning the agreement on containerization. A. The industry was in the throes of a massive change. The whole industry, the people in it, the executives in the companies and the people in higher positions in those days are—you know, had been brought up in one type of operation and now we're in the process of changing, getting rid of that kind and bringing in a new kind, totally different.

It required different management techniques, different management decisions; it required a different approach entirely, so in the process—you know, any time you have this kind of a revolution, anywhere, whether in an industry or a country or anywhere else, there are always problems. There were problems—honest, legitimate, bona fide disputes between companies and the union on what is a shipper-loaded container.

(929) It took, I guess, eight years or even took longer to really figure that one out, and I'm not sure it's really figured out yet to this day.

(930) Q. But it is your testimony, then, that you had an agreement with respect to the essential framework of the Rules on Containers? A. We had an agreement—

Q. You see, let me rephrase my question. Perhaps I can be clearer.

Now, on one side you are testifying that as of 1959 the New York Shipping Association and the ILA—I'll rephrase it.

You testified there was agreement with respect to containerization back in 1959, is that correct? A. Yes, sir. We had Clause 8-A, B and C plus the gang size that was settled in 1959.

Q. That is correct. A. And I—you know, let's get it clear. I said the New York Shipping Association and the Labor Policy Committee and the ILA representatives knew what it meant and they did.

Q. I see. But with respect to the 1959 agreement is there any reference made to containership by consolidators? A. Paragraph C says that any work performed in connection with the loading and discharging of containers for employer members of NYSA, which is performed in the Port of Greater New York, whether on terminals or—whether on piers or terminals controlled by them or whether through (931) direct contracting out shall be performed by ILA labor at longshore rates.

Q. Yes. A. Now, you—you know, this clause says "through direct contracting out." That's what they are talking about. You can't take the work away from the pier, the work historically performed in the Port by ILA. You can't give it to someone else.

Q. Couldn't there be an alternate meaning, sir? For example, let us take an outfit that is a member of the New York Shipping Association, such as Sea-Land. They do consolidating on their own account and I believe there was testimony today to that effect. Would not a situation be different if they can subcontract—they subcontracted work they would otherwise consolidate on their own account and send that to some outside account?

That would be taking it away from the pier. But if this work had been done at a point—But let us say cargo did not original (*sic*) at Sea-Land but came to the consolidator from another source, that would not be subcontracting, would it? A. Well, you started out by saying "Could there not be an alternate meaning?"

Q. Yes, sir. A. Now, you know, I mean—

(932) Q. Let me strike that. A. I've—wait a minute. I've—

Q. I withdraw—

The Court: Wait a minute, gentlemen. Let me add my voice to the cause. The reporter has only two hands and one machine.

Now, let's start over again. Put a question.

Q. Now, I had asked you whether the 1959 agreement referred—

The Court: Can you hear Mr. Schwarzbart all right, gentlemen?

Mr. Lambos: Yes, sir.

The Court: I will ask you to step back unless you are going to show a document to the witness.

Mr. Schwarzbart: Yes, I was, your Honor.

The Court: All right.

By Mr. Schwarzbart:

Q. I had asked you a question, sir, which I don't believe I really received a response to—

The Court: Never mind that. Put the question.

Mr. Schwarzbart: Yes, sir.

The Court: What is the question?

Q. Whether consolidators as such were referred to in the 1959 agreement. The word "consolidators" appears on consolidators—

(933) Q. Does the word—

The Court: Does the word "consolidator" appear in the 1959 agreement?

The Witness: The word "consolidator" does not appear in the agreement, no, sir.

The Court: All right.

(934) By Mr. Schwarzbart:

Q. Is there any specific reference to a handler of LTL freight— A. Yes, sir.

Q. —as such? A. 8B specifically refers to the loading and unloading of cargo generated or destined to the greater port—Port of Greater New York area.

Q. But that is merely in the context of submitting their status to arbitration, is that not correct, sir? A. No, sir. Clause 8C is a clear clause and has nothing to do with going into arbitration.

Clause B, 8B, defines the method of going into arbitration.

Q. The question that I had asked, though, was with respect to whether there was a specific reference in the 1959 agreement for—with respect to LTL freight shippers and—

The Court: When did you ask that question? Wait a minute.

Mr. Schwarzbart: About two questions ago, your Honor.

The Court: I don't recall it in that form.

Mr. Schwarzbart: That was, I believe, the witness answered—

(935) The Court: You said something about freight handling.

Mr. Schwarzbart: Oh.

The Court: And he said there was a reference to that in—or cargo handling. There was a reference to that in 8B. I don't recall "LTL" being mentioned in that context. If it was I apologize to you, but let's put the question.

Mr. Schwarzbart: Yes.

By Mr. Schwarzbart:

Q. I was referring, sir, to LTL freight handling.

The Court: What's the question? Put the question, Mr. Schwarzbart, please.

Q. Is there any specific reference in the 1959 agreement to the handling of LTL freight by consolidators? A. The 1959 agreement in Clause 8B and the language of Clause 8B really deals with the function.

Now, he's (referring to Mr. Schwarzbart) describing a function and it deals with that function. It does not use those words but it deals with that function. Okay?

The language in 8B says that the New York originating and destined-to cargo shall be handled by the ILA. And that's a function.

Now, we've got lots of words about it. We have (936) "LTL," "consolidator," we have all kinds of things. But the language deals with the function. And the function is covered.

Mr. Lambos: Your Honor, I think the witness referred to 8B.

May the record make clear whether it was 8B he was referring to—

The Witness: 8C. Did I say "b"?

The Court: Yes, you did.

The Witness: I'm sorry.

The Court: All right.

By Mr. Schwarzbart:

Q. I'm not exactly certain that I understood your answer to Mr. Lambos' question, because he just stated 8C and I thought you were referring to 8B with regard to work done away from the pier. A. 8C.

Q. All right.

So then, it is your—is it your testimony then that there was—that starting at least by 1959 there were restrictions on—of the use of containers by employer members of your association? A. Yes. Well, I'd like to put it on the other side. You can say it that way but I prefer to say we had

got in negotiations the right to move containers out to the (937) shipper and that the ILA retained the local cargo which is what 8B did—8C, I'm sorry. 8C did.

You know, it's—I don't call that a restriction, I call that—that's something that the ILA retained and we got this piece and they got that piece. They had it all to start with and we got this piece of it.

Q. By 1962, then, the time of this representation that was made by the New York Shipping Association to the ILA, which supplemented Section 8—I believe—you're familiar with this, are you not, sir? I'd be glad to show it to you.

This is in evidence as R-10.

The Court: R-10, again, sir, is what?

Mr. Schwarzbart, what is it?

Mr. Schwarzbart: This is a document dated February 28th, 1962. It was received in the course of the prior testimony which stated—

The Court: I simply want an identification for the record at this point. What is it?

Mr. Schwarzbart: Yes—

The Court: Mr. Schwarzbart—

Mr. Schwarzbart: Yes, your Honor.

The Court: Could you just identify it with a one-liner in the record? What is the exhibit?

(938) Mr. Schwarzbart: A document dated February 28, 1962, supplementing the 1959 agreement that is in evidence as R-1.

The Court: All right. Let me see it.

All right. Thank you.

The Witness: He just said something that is not true. Is that all right?

The Court: Well, if he characterizes the document—

The Witness: He said "supplements the agreement." It doesn't supplement the agreement at all.

By Mr. Schwarzbart:

Q. Could you explain what is the status of R-10? A. This was an offer given by the ILA—the NYSA to the ILA.

Q. What standing does R-10 have or did it have at the time with respect to the relationship between the parties? A. It was—in early 1962 we got into a number of problems over the use of sending containers—

Mr. Gleason: Excuse me, your Honor. Could Captain Haynes speak up? We can't hear him.

The Court: Keep your voice up, please.

A. In early 1962 we got into a series of problems concerning the sending of containers out to people who were stuffing them or loading them with less than truckload (939) lots. And this resulted in a series of meetings between the ILA Executive Committee and the Association's Labor Policy Committee, and they were demanding that a clearer language be issued.

We struggled with it for some time and then one of the submissions to the ILA to see if they would buy this language, and they didn't buy it. They wanted it clearer and more than that, in order to define 8-C. But there was no agreement on it.

Q. I would ask you, then, Captain, by about 1962 is it your testimony, then, that pursuant to the agreement between—the agreements outstanding between the New York Shipping Association and the ILA employees represented by the ILA at the waterfront had the right to strip and stuff containers shipped from consolidators of LTL freight? A. They had the right to load and unload cargo

generating in the Port of New York and destined to the Port of New York.

May I just take a second to explain what that means—you know, the container—

> The Court: All right. Go ahead.
>
> The Witness: The container, the minute you put that container up on a pair of wheels and it goes off the pier it's now a truck. You know, you see them on the highway, they have got a tractor underneath and wheels. (940-1) They look like any other truck.
>
> Now, trucks have been coming down to the waterfront since probably in the '20's or the 'teens bringing cargo down to the pier. So when a container comes down it's a truck. The fact that you call it a container and give it some sort of special status here doesn't mean that it's any different than anything else.
>
> The cargo generating in this area—we agreed in the contract that the cargo generating in this area or destined to this area it would come down to the pier. It would be taken out of the truck. And a container is just a truck until it gets off the wheels, then it becomes a container.
>
> And it comes down to the pier. It comes out of the truck and then we have the right now to put that into a container and load it aboard the vessel.
>
> That's what we agreed to.

(942) Q. Now, you said—now, my question related back to about 1962.

You testified, I believe, that—what was your practice with regard to stripping and stuffing or unloading or loading the contents of de-wheeled trucks at the Newark waterfront in 1962, containers originating— A. The LTL lots that came down—when a company would send a con-

tainer out or when a company would send a real legitimate load, an inbound shipper load, and then when that was discharged it would be picked up by a trucker and brought over somewhere else and loaded with LTL lots and brought to the pier the ILA would stop them and make them take the cargo out, the same as any other truck.

Q. Is it your testimony that by 1962 the ILA was stripping and stuffing LTL lots shipped from—shipped to the pier of New York from LTL consolidators off the waterfront? A. Well, I can't—I was working in the office. I can't from my own knowledge testify to seeing a truck come down. You know, but this is what was reported to us. The knowledge that I had that came through the routes that I get knowledge, yes, there were.

Q. Captain, I may have misunderstood your earlier testimony but I believe that it was couched in terms that you did have some personal knowledge of the practices at the (943) waterfront in the late 1950's and early 1960's.

Is it your testimony now that you do not have personal knowledge with regard to what was going on at the waterfront in, let us say, the year 1962, in that area? A. I have personal knowledge of what was happening. I don't know how you secure knowledge. You get knowledge from all kinds of sources. With my own two eyes I did not see a container come down and be handled one way or the other because my principal source of business was at 80 Broad Street. I spend most of my time there. Outside of when I would go to a pier on a grievance or something.

Q. So is it your testimony then that you did not personally witness stripping and stuffing of the containers of the type that we were referring to? A. No, I didn't.

Q. In the early 1960's?

The Court: All right. He says he didn't.

Q. Is that correct? A. No, I didn't personally witness the actual stuffing and stripping.

The Court: He said that.

Q. Is it not also a fact that at no time prior to 1968 you saw stripping and stuffing of these types of containers at the waterfront? A. You can bring it right up to 1973.

(944) Q. I see.

Is it not a fact, Captain, that it was in 1968, during the contract negotiations of that year, that the New York Shipping Association offered to allow the ILA to stuff and strip containers containing LTL loads or Consolidated full container loads which come from LTL consolidators? A. LTL and Consolidated loads?

Q. Yes, sir. A. That is in the rules on containers that were set up in 1968.

Q. I am speaking of the period that preceded the promulgation of those rules. I'm speaking now of the time in 1968 while the negotiations which led to those rules were in progress. A. Well, the '68 rules are the result of, you know, like ten years and what they did in those rules was really codify what had happened.

Mr. Schwarzbart: I move to strike the answer.

A. There are a lot of documents back and forth.

The Court: Wait until I get the answer.

A. There were a lot of documents back and forth how they were going to write the language.

The Court: Do you move to strike?

Mr. Schwarzbart: Yes. Not responsive.

(945) The Court: I'll strike it.

Within the period of the negotiations preceding the execution of the agreement did NYSA offer what, Mr. Schwarzbart?

Append to that exactly what it is that you are after.

Q. Offer to allow the ILA to stuff and strip—I should reverse that—strip and stuff containers which were forwarded to the waterfront by LTL consolidators? A. Im sure that if you'd call in an offer, I'm sure that we did.

The Court: All right.

The Witness: I don't recollect any of the specific papers, no.

The Court: All right.

Q. Now, then, accordingly, it would be fair to say that if the offer was being made at that time, then it related to a situation which was not then in effect; is that not true? A. No.

Q. The New York Shipping Association would not—I'm sorry—make an empty offer? A. No. Now you're talking about the techniques of bargaining and that's not the way you work.

Q. Captain, I show you a document previously (946) marked for identification as Petitioner's Exhibit 17. It is a statement incorporated by reference in an affidavit by Thomas W. Gleason, the counsel for the ILA. I turn to page 17 of this statement and ask you to read aloud the second full paragraph that is quoted on that page. This relates to containerization. A. May I?

Q. Please do. A. "Since then, and again in its current demands, the union insists that because it was traditionally its work their members should load and strip certain containers. This complex problem has plauged (*sic*) the industry and the union for several years in different ports. The employers are willing to meet this problem by creating an exception to the present contractual rights of the employers to use any and all type of containers without

restriction or stripping by the union." There is a typo here. "The employers will not agree to any union demand for loading or stripping of all containers nor to any restriction on how its container ships will be loaded or unloaded."

Is that all you want me to read?

Q. Could you continue, please, on the bottom of Page 17 and finish the quoted area? A. "The employers will accede to the ILA demands as a master contract item to the following extent only:

(947) By the addition of a new subparagraph to Clause 12, Paragraph 2C"—this is an indented quote—"containers owned or leased by employer members of the various port employer associations containing LTL loads or Consolidated full container loads which are destined for or come from a person who is not the original shipper nor the owner of the cargo and which either comes from or is destined to any point within a reasonable geographic area of that point to be negotiated by the parties in that port shall be loaded and stripped by ILA labor or at longshore rates under the terms and conditions of the general cargo agreement on a waterfront facility where the ships are loaded and discharged within that port.

"For example, in the case of the Port of New York the geographical area should be the statutory area of Port of New York Authority. For cargo in a container or leased by a member company to be considered exempt from the provisions of this paragraph, it must be covered under one bill of lading in the name of the owner of the cargo."

Q. Do you recall this offer? A. Yes.

Q. I believe the union rejected this offer; is that correct? A. Yes.

Mr. Schwarzbart: I have no questions at this time.

(948) The Court: All right, Mr. Silberman.

Cross Examination by Mr. Silberman:

Q. What I find so interesting, Captain Haynes, about the language which you just read is that this is a formal—

Mr. Silberman: Excuse me, your Honor. I am coming up too close.

Q. —this is a formal document which the New York Shipping Association—that is to say, a proposal—presents to the union; is that correct, with its signature and with all the panoply that is connected thereon? A. Yes, sir.

Mr. Lambos: I move to strike the characterization by Mr. Silberman which preceded his question.

The Court: All right.

Mr. Silberman: I forgot. What was it?

The Court: What you found so interesting.

Mr. Silberman: I'm sorry, your Honor. I thought I learned my lesson.

The Court: It is all right.

Mr. Silberman: I meant to just call attention to that.

The Court: The question has been answered.

Mr. Silberman: I'm sorry.

The Court: Proceed.

(949) Q. This is, so far as I could determine—and by "this" I am referring to the language which we quote from the document put in by Mr. Gleason—is the only language which I am aware of in this proceeding which sets forth the New York Shipping Association interpretation of its contractual rights prior to the 1968 negotiations but subsequent to 1959; is that correct? A. No.

Q. What else is there in evidence? A. That is not the Association's interpretation of its contractual rights. That is an offer made in negotiations.

Q. All right. Let me read the language here. "The employers are willing to meet this problem by creating an exception to the present contractual rights of the employers to use any and all types of containers without restriction on stripping by the union."

What do you mean by you, the New York Shipping Association, mean when you said "your present contractual rights"? That is in the 1968 negotiations. To use any and all types of containers without restriction on stripping by the union. A. You know, you don't back into negotiations. You charge in full speed. So we took the position that we had the contractual right to move containers without any restriction at all. We took that position and that's the (950) way we went into negotiations.

Q. Do you have any other document which indicates that your interpretation which you have described in this court today of the language of the 1959 agreement was the interpretation placed by the New York Shipping Association on that agreement and its successor agreements up to 1968? A. No. We published the 1958 agreement which was published, I think, on December 3rd and that was the agreement.

Q. I think in your earlier testimony you indicated that the 1958 agreement was by no means clear on its face; that you drew out of the agreement certain interpretations which you understood and the union understood but which were not necessarily clear from the document. A. No, I didn't say that. I said that they were clear to us. They were clear to the participants in this conflagration that is going on. The participants know what was happening. They knew what it meant. The only person that it is unclear to that I can see is you. You're saying that it is unclear. It is not unclear at all.

The Court: Let's get back to the question. The question that you put was whether after that date

there was any documentation up until this point. Now I talk about commencement of 1968 negotiations.

(951) Mr. Silberman: That's right.

The Court: In which the NYSA interpretation of their contractual rights and obligations is spelled out.

Mr. Silberman: That was my question.

The Court: Do you know of any?

The Witness: No, sir.

The Court: All right. Proceed.

By Mr. Silberman:

Q. But, in any event, that interpretation which you have just described of the 1958 agreement is precisely—or 1959, am I correct about that? Is it 1959? Is it 1959? A. 1959.

Q. The interpretation is precisely opposite or that is strikingly inconsistent with the way you referred to it in your proposal to the union in 1968? A. In 1968 we took a negotiating position, you know. In negotiations you do what you have to do.

Q. Anything? A. Well—

Q. Captain Haynes, it wasn't strictly a negotiating position for a new contract. What you were doing was setting forth your interpretation of the old agreement when you said the employers are willing to meet this problem by creating an exception to the present contractual rights.

Now, when you said that was that not your understanding (952) of what the contractual rights were? A. No. That wasn't my understanding.

Q. I beg your pardon? A. That wasn't my understanding. We were going into negotiations.

Q. I'm sorry? A. We gave the union a paper.

Q. What paper? A. We go in with our strongest foot. Our position in the negotiations, our basic position was we

want the right to strip and load all containers. That was our basic position.

Q. But I am referring, Captain Haynes, to the language "The present contractual rights of employers to use any and all types of containers without restriction on stripping"; was that a misstatement? A. That was a negotiation position.

The Court: May I see that document, please?

Mr. Silberman: Certainly, your Honor. I believe that it has been put in evidence.

Mr. Lambos: I don't think so.

Mr. Schwarzbart: It wasn't. It was just marked for identification.

Mr. Silberman: I'm sorry.

(Document handed to the Court.)

(953) The Court: Referring to P-17 for identification, you've been reading from Page 17, Mr. Silberman?

Mr. Silberman: That is correct, your Honor.

The Court: Now, as I understand the question—If I don't phrase it precisely according to your intention, let me know, Mr. Silberman—it is this: As of August 23, 1968, Captain, did the employers, as you understand it, have a contractual right to use any and all types of containers without restriction on stripping by the union?

The Witness: No.

The Court: All right, the answer is "No." There.

(Document returned to Mr. Silberman.)

Q. Then that statement embodied on Page 17 of Exhibit 17 which refers to "present contractual rights" is false? A. I don't know what statement you are referring to, sir.

Q. The one I've been reading to you; the employers are willing to meet this problem by creating an exception

to the present contractual rights of the employers to use any and all types of containers without restriction on stripping by the union.

Mr. Lambos: I object, your Honor.

The Court: Sustained. It is not a question of falsity or verity.

(954) I understand the situation. It is clear to me now.

Mr. Silberman: All right, your Honor.

The Court: It is not a question of falsity.

Mr. Silberman: I would submit, your Honor, the position that they take with what they thought was their contractual rights, if they are testifying that they thought their contractual rights were different from what they put down in this letter—

The Court: You see, look, you've got an answer on the record which, if I were in your shoes—

Mr. Silberman: I agree.

The Court: —I understood to be your objective.

Mr. Silberman: I strike my last—

The Court: Why characterize it as false?

Mr. Silberman: I really wasn't with respect to that. It was going to something else.

The Court: I didn't mean to get quite as vehement, either.

Let's move on.

Mr. Silberman: Thank you.

(955) Q. Captain, you are familiar with the circumstances leading up to the CONASA meeting; that is to say, the meeting in Dublin in late January, 1973, are you not? A. In what sense?

Q. There must have been a reason for a meeting in Dublin in late January of 1973. A. I don't attend—that is

handled by the Contract Board. I don't attend the Contract Board meetings.

Q. You know nothing about it? A. Not exactly nothing, but I don't know enough to testify here about it.

Q. Could I ask you to tell me what you do know about the reasons for the meeting? A. As I understand it, the reasons for the meeting was that violations of the Container Rules were such that they had to repel them out and get full compliance with the Container Rules.

Q. There were some differences, were there not, in the Container Rules as adopted at CONASA; that is to say, differences between those rules and the '68 agreement? A. There were some differences, as I understand it, but I have not made that kind of a study, word-for-word comparison, myself.

Q. Do you know of any differences? A. I'm not—they added a definition of beneficial (956) owner and warehousing. There was some other—I don't know. I can't testify to that because I wasn't there.

Q. And you've never had any opportunity to go over the rules as adopted in Dublin? A. Yes. I read the rules as adopted in Dublin.

Q. Have you compared them with the '68— A. No. I did not make a word-for-word comparison.

Q. Let me understand—

> Mr. Lambos: Mr. Silberman, are you referring to '68 or '71?
>
> Mr. Silberman: '68 and '71. I thought it was the same. Well, perhaps, it isn't. Well, thank you, counsel.

Q. There is a '68 agreement, a '71 agreement and the rules adopted in Dublin— A. Yes.

Q. —January 29th, approximately, of 1973; that is correct? A. Yes, sir.

Q. Are you aware of the differences between the '68 and '71 agreement as it relates to containers? A. No. I know there are differences but I have not, myself, made a word-for-word comparison. So I can't testify to it. I haven't done it.

Q. And you have made no word-for-word comparison of the differences between 1971 and the CONASA rules? (957) A. That's what you are talking about, the Dublin rules.

Q. There are two steps; one from '68 to '71 and '71 to '73. In neither case did you make a word-for-word comparison? A. No.

Q. Or analysis? I beg your pardon? A. No, I didn't.

Q. Why is it that you made such a careful word-for-word comparison and analysis of the 1959 agreement as it compares to the 1956 agreement and as it compares to the situation in 1962? A. Because I attended the meetings then. I didn't attend the meetings in '71 or Dublin.

Q. But doesn't your job encompass a responsibility which requires you to have some understanding of the '68 agreement, the '71 agreement and the Dublin rules? A. Oh, I have some understanding of it but I said I hadn't made a comparison. You asked me what the differences were. I said I can't tell you that.

Q. Well, for instance, do you know, Captain, that under the Dublin CONASA rules containers can no longer be provided to consolidators? A. Yes.

Q. You do know that? I'm sorry. I didn't hear you. A. Yes. Under the Dublin rules.

(958) Q. You do know that is a change from the '71 agreement? A. I don't remember now whether that case in '71 or in the Dublin, which one it came into. It is in there now.

Q. Can you tell me what its purpose is? A. You're asking me to interpret a rule that I did not attend the meeting

when they wrote it. How can I interpret rules? It is there. Okay. I have a copy of the agreement. We have to live by it.

Q. All right. Thank you.

Let's go back to the 1959 agreement very briefly.

Captain, I gathered that a good part of your responsibility is labor relations; is that correct, for the New York Shipping Association? A. Some of it.

Q. What? A. Some of it, yes.

Q. What is the rest of your responsibility? A. The collection of funds, seniority, guarantee.

Q. Are you an expert in labor relations? A. No. I don't characterize myself as an expert in anything.

Q. If you were going to characterize yourself an expert in anything or an area in which you spend most of your time, would it be labor relations? (959) A. No. I spend most of my time in administration.

Q. How much of your time is spent in labor relations? A. I don't know. I haven't—I don't keep track of what I do in that form.

Q. Would that be the second-most consuming of your areas?

Mr. Lambos: I take it now, Mr. Silberman, you are talking about the present time or some other time? The captain has testified with respect to changes in the various positions he has held with the New York Shipping Association.

Q. Can you make that clear, as to what time you were involved in labor relations and what time you were not or to what degree, I should be delighted, Captain.

The Court: What is the point of this? Will you make an offer, please?

Mr. Silberman: Yes, your Honor. I shall make an offer.

In fact, the language in C of the 1959 agreement which the captain relies upon, in particular the language phrased "direct contracting out" is a word of art in labor relations.

The Court: Ask him the question.

Q. Now, is it not a fact that the phrase "direct (960) contracting out" is a word of art in labor relations that was of particular importance all through the decade of the 60's and indeed the 50's? A. Yes. I didn't realize it was a word of art in labor relations, per se, to borrow a phrase from you.

The Court: You see, it is catching.

A. It was an important phrase throughout my entire period with the Association. It came, so far as I know, I thought, it had come from the 1956 agreement until you just told me it's a word of art. I didn't realize it was a word of art.

Q. Doesn't contracting out—what does contracting out mean to you, Captain? A. It means letting someone else do the work.

Q. Under what circumstances? A. As far as our contracts are concerned, it means that you're going to let some other outfit with other than ILA employees do the work, ILA deep sea employees.

Q. Under a contract, right? A. No. I don't think it really has anything to do with the word "contract" used in business language. It means letting someone else do the work with other labor. That is what it means to me. That is what I understand it to mean.

Q. The relationship between Employer X and Employer (961) Y who is performing a contracting out operation for Employer X—isn't the relationship implicit in that phrase a contract? A. Not to me, as I understand that phrase in

our agreement, no. It means that if some other—someone else takes that work and does it with employees other than ILA, that is what they're talking about, as I understand it.

Q. In other words, as you understand that term, if any employer or any person in the country fills a container with his goods or anybody else's goods, ships them to the port in 1960 as a shipper and the carrier takes his container and puts it on, the relationship between that carrier and that shipper is a contracting out arrangement? A. No, because we got the shipper loads.

Are you asking me about that or about the phrase?

(962) Q. I am asking you what contracting out means. A. Well, as I explained to you what it meant to me, I'll go through it again. It means to me if it was done by other than ILA labor—okay?—at a location off the waterfront.

Q. If what is done by other than ILA labor? A. What?

Q. What is done by other than ILA labor? A. If the work normally done by the ILA is done by someone else, that is what they are talking about is contracting out. That is as I understand it.

Q. So that the restriction in the 1959 agreement—Incidentally, where is the shipper load reference in 1959? A. In 1959 we got the right to move the shipper loads.

Q. In the contract? A. That is covered by 8-A.

Q. In other words, where it says "Any employer should have the right to use any, without stripping by the union," that is limited to shipper loads? A. "B" modifies it. 8-A says we've got the right to move the containers. B modifies it and says in New York the ILA is going to handle the containers, in New York.

Q. Doesn't 8-B and the characterization— A. I'm sorry if I used the wrong letter. 8-A and C is what I am talking about.

(963) Q. C goes back to the direct contracting out language. A. 8-C is the one that gave it to them. That is

where they kept the work within the Greater New York area.

Q. So the direct contracting out means other than shipper loads? A. No. It means—hold it, now. We really got with the 1959 agreement—we got the over-the-road stuff that came in in full loads, okay? We got that and we got the shipper loads within the Port of Greater New York area.

Q. I think I'm understanding what you are saying. I am trying to tie that into the agreement in some way.

Do I understand the phrase "direct contracting out" means other than direct shipper loads, as you have defined it? A. That doesn't apply to a shipper load. 8-C does not apply to a shipper load.

Q. But there is nothing there that says that? A. Why would it say it in 8-C?

The Court: He is simply asking you is there anything in 8-C that says it.

The Witness: No.

Mr. Silberman: No further questions.

The Court: Any further questions of the Captain?

Mr. Gleason: I have a few questions.

(964) The Court: Yes, Mr. Gleason.

Cross-examination by Mr. Gleason:

Q. On Paragraph 8, Captain, you said you were familiar with the arbitration award that had to do with Paragraph 8-B in the 1959 contract; is that correct? A. Yes.

Q. Have you ever heard the term "manufacturers' label"? A. Yes.

Q. What is "manufacturers' label"? A. That is the same thing as shipper's load. That is a synonymous—

Q. Under 8-B isn't it a fact that a manufacturer's load, which is handled away from the pier and not handled by ILA labor, then a royalty is paid? A. Yes, sir.

Q. Under that provision is a royalty paid on consolidated loads? A. No.

Q. So, therefore, there is no payment of royalty under a consolidated load? A. No, because they don't move without loading and unloading on the pier.

Mr. Gleason: Thank you.

* * * * * *

(966) Q. Where does it say the manufacturer's label? A. That is—when it says containers were unloaded (967) which from the piers by non-ILA labor, that to me means the manufacturer's label.

Q. Wouldn't that be true of consolidators, too? Wouldn't they load and unload away from the pier with non-ILA labor? A. Yes. Then Clause 8-C takes over.

Q. That doesn't distinguish between manufacturer's label and consolidator's, does it? A. No.

* * * * * *

(968) MICHAEL RAIOLA, called as a witness by respondent ILA, being first duly sworn, testified as follows:

Direct Examination by Mr. Gleason:

* * * * * *

(968) Q. Mr. Raiola, what is your occupation? A. Longshore shop steward, presently.

Q. Where are you presently employed? A. Foot of 21st Street, Brooklyn.

Q. How long have you been a longshoreman? A. Been a longshoreman since November of 1933.

Q. Can you tell us what company you started with in 1933, please? A. Started with the Bull Lines.

Q. What was your job with the Bull Lines at that time? A. General longshoreman.

(969) Q. Can you tell us exactly how freight was handled at the Bull Line at that particular time, from the time it came to the pier until the time it got aboard ship? A. Strictly bulk cargo.

Q. Who performed the work? A. ILA labor.

Q. Is that from the time the freight is taken from the truck? A. The whole operation was handled by ILA labor from the truck to the pier to the ship and it was in reverse on the discharge operation.

Q. Was Bull Line a steamship company that operated between New York and Puerto Rico? A. Yes.

Q. Can you tell us whether or not you know the time that Bull Line had started to handle containers in the Puerto Rican trade? A. From 1933 up to 1945 I was employed by the Bull Line—'44, rather. One year in the service. Came back. Back to work with the Bull Line in 1945. '46 I was nominated and elected shop steward of the pier. Latter part of '46, I think, Bull Line started with Dravo vans which are eight-by-eight-by eight.

The reason for that was the stuffing of special cargoes.

(970) Q. Did you ever hear of a company called The Puerto Rican Steamship Company? A. Yes.

Q. Can you tell us about that company?

Mr. Silberman: Your Honor, objection on the grounds of relevance. I can't conceive what that has to do with the proceeding. I would suggest that counsel—

The Court: May I hear a statement from you on that, Mr. Gleason?

Mr. Gleason: I'll probably get it out by a question, your Honor.

The Court: All right.

Q. Did Bull Steamship Company buy the Puerto Rican

Steamship Company? A. Yes. In 19—if I recall right, the latter part of 1946 or '47. The exact date I don't know.

Q. Do you know whether or not they were in the container operation at the time, the Puerto Rican Steamship Company? A. When the Bull Line took over the Puerto Rican Line they had, I think—oh, I'd say, roughly, because we had to discharge them when they came to the pier, about 100 eight-by-eight-by-eights, containers.

Q. Could you tell us how the containers were handled at that particular operation? (971) A. They were handled strictly on the pier. No containers went off the pier with the exception of mail which Bull Line inherited with the contract. I mean, with the taking over of the Puerto Rican Lines. And there was a small segment—I'd say maybe three or four vans that would go out as household vans.

Q. At that particular operation was there an area or terminal set up for the stripping and loading of those containers? A. At the Bull Line at the time we had—this was at the foot of Atlantic Avenue, to go a little further. We had the lower end of the pier and we used that particular part of the pier due to the fact that the Bull Line had picked up so much work. They had decided to move their operation from the foot of Atlantic Avenue to 21st Street, Brooklyn.

This procedure started in 1949 and we had a twin operation. Atlantic Avenue and 21st Street.

In January of 1950 Bull Lines took their whole operation down there. I'd say twenty-two acres. And they participated out of 21st Street.

Q. Now, did there come a time when Bull Line went to containers that were larger than the Dravo containers? A. Well, in the interim, from '50, going on, I think it was in the '52's, we went to 12-footers. Then (972) we had some C-2 ships which we used 30-footers. That is in '53. Until I think 1959. But I think the Bull Line had sold

out to American Coal Company but it was still Bull Line. And they come up with two container ships which was—what was the heck of their names now? The Floridian and the New Yorker. And they had 20-foot vans and 40-foot vans.

Q. Was that a roll-on-roll-off operation? A. Right.

Q. Prior to 1959 approximately how many containers were loaded on board ship, each sailing? A. Well, I'd say to a hundred, 108, 110. Within that scope.

Q. How many of that hundred or 110 containers were loaded or stripped—loaded by longshoremen at the pier facilities? A. Oh, over ninety per cent of them. Loaded by longshoremen.

Q. And the other ten per cent? A. The other ten per cent were household vans and mail.

Q. Have you any idea why there was an exception for the household goods and the mail? A. Well common sense, I think. The mail was the government. So we didn't want to interfere too much with them. And the household van was because of breakage because (973) at that time people were migratnig, you know, from Puerto Rico.

When we took over the Puerto Rican line we ended up with a passenger ship. We had on the average of 200 passengers whenever the ship came in which was twice a month. Actually, they moved and the household van was given a certain exception.

Q. Approximately how many men at that time did you have for loading and stripping containers? A. Well, it varied. When we first started the required men was whatever the amount of vans we had. Say, 100 vans at the 1950 time. I'd say 20 or 30 at the beginning. But after the operation got bigger, the more men we put on.

Q. Did there come a time when Bull Line went out of business? A. I think it was in the latter part of '61.

Mr. Gleason: I have no further questions.
The Court: All right.
Mr. Lambos: I have no questions.
The Court: Any questions?
Mr. Schwarzbart: No, your Honor.
The Court: You may step down.
(Michael Raiola excused.)
The Court: Do you have another witness?

* * * * * *

(974) Q. Mr. Gleason, who you are employed by? (*sic*) A. I'm the International President of the ILA, the International Longshoremen's Association.

Q. When did you become president of the ILA? A. In July of 1963.

(975) Q. Previous to that? A. Previous to that I was the Executive Vice-president from 1961. In 1953 I happened to be the general organizer. And from '53 to '61. And from '47 to '53 I was an organizer. From '34 to '47 I was a business agent. And from 19—August of 1915 I started to work as an office boy on the docks.

Q. Could you tell us some of the other jobs you held from 1915 to the time you became a union official? A. I was an office boy picking up bills of lading. I worked as a longshoreman in the hold of the ship. I ran a wench. Ran a hi-lo. Became an assistant superintendent, a rate clerk, a billing clerk or rate clerk.

Q. Would you tell us what the ILA's jurisdiction is? A. Loading of all ships and unloading, delivering of all cargo on the piers, the maintenance of all equipment, the coopering—

The Court: What was that? Coopering?
The Witness: Yes. Carpentry, too.

Q. Can you tell us in what ports the ILA covers under collective bargaining agreements? A. From Halifax in

Nova Scotia to—on both sides of the Great Lakes. From Halifax to Hamilton on the Canadian side. On the American side from Duluth all the way down the Great Lakes area, down the East Coast from (976) Maine to Brownsville, Texas, including Puerto Rico and sometimes Santo Domingo.

(977) Q. With reference to the Port of New York, who is the bargaining representative for the Port of New York? A. The NYS—New York Shipping Association.

Q. With the ILA and the International or the ACD—A. The Atlantic Coast District.

Q. Can you explain to us what the Atlantic Coast District is? A. The Atlantic Coast District includes Ports from Searsport to Hampton Roads.

Q. Have you ever acted as a consultant for the United States Government? A. Yes. I was sent over in October of 1965 to Vietnam to relieve the ships. I unloaded the ships with a crew of ILA men, to straighten out the port, Saigon, in 1965 and 1966.

I made a recommendation over there of what I saw at that particular time—I made the recommendation that cargo should be shipped there in containers, to the United States Government. Then after the Nigerian war I was sent down to do the same thing in Lagos, Nigeria.

The Court: Lagos?
The Witness: Yes.

Q. Mr. Gleason, when did you first become acquainted with containerization? A. Oh, as a longshoreman and a checker we had containers. (978) Not the steel type containers that we eventually got into in the '50s but back when I was checking in 1919-1920 and as a longshoreman in '23 we had wooden vans, big Bowling Green, mostly, vans made out of wood and then we had wooden containers

that were about six foot by four foot made on wheels where we put valuable cargo in through them, what we call cargo that would be easily pilfered. We put it into those containers for protection. That went all the way back to as long as I can remember.

Q. Can you tell us the first time that you became acquainted with a fully containerized operation? A. Yes. I think that Sea-Land, PanAtlantic, had after the war, 1945, had come back to rehabilitate the coastwide (*sic*) service. We had many, many ships on December 7, 1941, that was in the coastwide (*sic*) trade. Overnight the ships were taken over by the government because most of them were passenger ships and they could carry troops overseas. Many of them were belted out by the Germans. And there was very few ships left except a few that were running out of Mobile, Alabama, the Waterman Line Service. So PanAtlantic came back into the coastwide business and was running with the conventional ship which at that time because of the increase in wages and by the restrictions on the rates under the old ICC set-up with the coastwise business, that it wasn't profitable for them to run as a (979) conventional line any longer. So they decided to go into the coastwise business with a couple of container ships, fully containerized ships.

We sat down with them and Mr. Malcolm McLean, I believe, and Mr. Tattersol, I believe, or Mr. McDonald and we worked on an agreement with them that we weren't going to be too tough on the container ship in the coastwise end of it and we gave them free wheeling in New York. Made an agreement with them to give them free wheeling in New York. But we held to our regular work rules in Houston, Texas. And from—whenever that started—I guess it was some time in '53, I guess it was. The date I just don't remember now. But from that time on in coastwise business we did not load or strip con-

tainers of coastwise freight only. We do it in Houston, Texas.

Q. Was there a reason for not stripping the coastwise? A. Yes. They couldn't handle the business. There wouldn't be any use of them going in the container operation with the rates they were getting on coastwise business. So we did that to keep them. I had a philosophy of making these guys fat. The more money these steamship companies could make, the more I could get for the union guy I was representing. This was my philosophy all the time. So we wanted to keep them around. We didn't want to put the (980) restriction on too tough to put them out of business.

Q. Now, did there come a time when PanAtlantic started an operation from the United States to Puerto Rico? A. Yes. That was in 1958.

Q. Can you tell us what happened in that particular operation? A. I [illegible] down (*sic*) with the representatives of Sea-Land. Captain Bradley was the President of the International at that particular time. We sat down with the representatives of Sea-Land and worked out an agreement with them. This was later. When they started in—the Puerto Rican service. They did not start in New York. They started in with the first ship out of Mobile, Alabama, and didn't tell Bradley or didn't tell us—other representatives of the ILA about this ship at this particular time and they had a reason. They went over to Puerto Rico with the ship fully loaded, all containerized. Possibly 200 containers on it. And the reason why they didn't tell us at that particular time was that we were not members of the ILA. At that time we were under investigation and a lot of problems we had at that particular time. So we had the certication election here in New York. They were trying to fragmentize us down there in Puerto Rico. They were trying to give it to the opposition, the work to the

(981) opposition down in Puerto Rico, a different local down there. So when the containership went into Puerto Rico, into San Juan, the organization known as the IDL made a deal to work the ship but the longshoremen in Puerto Rico refused to load the ship and after about a month or two months staying down there they had to bring the ship back into Mobile, Alabama, and discharge it completely again. Take all the freight out of the containers and then send it back in a break-bulk ship to Puerto Rico.

CONEX Transcript, Volume VII, dated August 31, 1973.

(986) MICHAEL R. MCEVOY, being first duly sworn, testifies as follows:

Direct Examination by Mr. Lambos:

Q. Mr. McEvoy, are you employed by Sea-Land Service? A. I am.

Q. What is your present position? A. Chairman of the corporation, chief executive officer.

Q. How long have you held that position? A. Three years.

(987) Q. All right. What position did you have before you became Chairman of the Board and Chief Executive Officer? A. President.

Q. How long have you been president? A. Since 1961.

Q. When was the first time that you were employed by Sea-Land? A. 1956.

Q. Was that service in the Port of New York area? A. It was in Mobile, Alabama.

Q. When did you come to New York? A. 1958.

Q. Do you have any duties relating to the administration of collective bargaining agreements entered into between Sea-Land Services and various labor organizations with whom Sea-Land Services has collective bargaining agreements? A. Yes.

Q. When did you first become involved in such collective bargaining administrations in the Port of New York insofar as longshoremen are concerned? A. Approximately, 1961.

Q. Now, in 1961 were you familiar with any practice relating to LTL or consolidated containers? (988) A. Yes.

Q. Would you tell the Court, please, Mr. McEvoy, what that practice was in 1961? A. There are two types of cargo in Sea-Land Services: domestic cargo, cargo which

is competitive with rail, truck and overland mode, and off-shore type cargo competitive with the water mode.

In the domestic category, the cargo was handled at inland terminals where cargo must be handled. It was handled at inland terminals by the International Brotherhood of Teamsters personnel.

Where cargo was off-shore cargo it was handled at Sea-Land's dockside waterfront type facilities by the ILA.

Q. Was that the practice in 1961 and continuing to the present time, Mr. McEvoy? A. That has been the practice up until today since I have had any knowledge of the practice.

Q. Now, was that practice based on any labor agreements, Mr. McEvoy? A. Yes, it was.

Q. And in 1961 when you first became involved in the administration of collective bargaining agreements did you know that you were required to stuff and strip consolidated and LTL containers under the provisions of the (989) collective bargaining agreement with the ILA? A. I did.

Q. Mr. McEvoy, when you talk about off-shore consolidated containers does that include containers going to and coming from the Commonwealth of Puerto Rico? A. It does.

Q. When you talk about domestic containers is that limited to containers going to and from coastwide and intercoastal ports of the Continental United States? A. Within the Continental United States.

Q. Mr. McEvoy, were you present at a meeting of the NYSA-ILA Labor Relations Committee held on August 8, 1962? A. Yes.

Q. Do you remember at that time whether or not the question of Sea-Land's loading or discharging cargo into containers at the docks relating to consolidated or LTL cargo was the subject of discussion? A. It was.

Q. Did Sea-Land state what they were doing at that time? A. We did.

Q. Would you tell the Court what the essence of the statements were at that time? A. Basically, we stated that the cargo was being (990) handled, as I described it earlier, that domestic cargo was being handled by Teamsters personnel, Teamster members, at inland terminal locations, this being the cargo that was destined to and from, let's say, New York, Florida, Texas, California. Beyond that cargo destined to and from Puerto Rico was being handled at our facilities by ILA members in our employ.

Q. And did Sea-Land have stuffing and stripping sheds at its facilities? A. We did.

Q. And do you still have such facilities? A. We do.

(991) Q. And have you had such facilities continuously from 1961 when you first took on labor relation duties to the present time? A. We have.

Q. Did there come a point, Mr. McEvoy, where you became a member of the Labor Policy Committee of the New York Shipping Association? A. Yes.

Q. Could you tell the Court, approximately, what year that was? A. That was just prior to the negotiations leading up to the 1968 contract.

Q. Were you also a member of the board of directors of the association at that time? A. I was.

Q. Do you remember what the major issue in the 1968 negotiations was, Mr. McEvoy? A. It was containerization plus monetary matters in the direction of the benefit fund.

Q. Did you play a role in the actual negotiations between the NYSA and ILA? A. Yes, I did.

Q. Did you also participate as a member of a committee of employer representatives who met with the ILA? A. Yes.

(992) Q. Could you describe in brief the negotiations that took place?

The Court: Just hold it a minute, Mr. McEvoy, will you, please.

All right. Will you read the question, please, to Mr. McEvoy.

(The reporter reads the pending question.)

Q. Referring, Mr. McEvoy, to the 1968 negotiations on containerization. A. Well, the negotiations were very lengthy. They went on for several months. There was a strike intervening, there was a Taft-Hartley. In early January, we reached a point where containers became a principal issue. In one twenty-four-hour period overnight regarding the negotiations, we came to an agreement on the rules on containers for the Port of New York. Those became the basic rules for the operations of containers in all of the CONASA ports in the next contract and with a couple of changes they remain in existence today.

Q. Mr. McEvoy, I show you respondent's Exhibit 3 in evidence and ask you whether these are the rules on containers that were negotiated in the 1968 negotiations? A. Yes, they are.

The Court: Read the question, please.

Mr. Lambos: I have no outstanding question.

(993) The Court: Oh, I'm sorry. Go ahead.

Q. Mr. McEvoy, after the 1968 rules on containers were adopted did you play a role in the administration of rules? A. Yes, I did.

Q. Were you a member of the NYSA-ILA contract board and the NYSA-ILA container committee as a representative of New York Shipping Association? A. Yes.

Q. Was the subject of the rules on containers an issue

that was the subject of many meetings and many grievance sessions and many hearings? A. Yes.

Q. During the period following the 1968 negotiations? A. Yes.

Q. What was the invariable policy of New York Shipping Association and the ILA with respect to the stuffing and stripping of Consolidated and LTL containers?

Mr. Silberman: Objection as to form, your Honor.

The Court: Sustained. Rephrase the question.

Q. Would you tell us, Mr. McEvoy, during that period did ILA have a position that they expressed to the NYSA representatives with respect to the subject of LTL and Consolidated containers? (994) A. Yes.

Q. Would you tell us what that position was? A. In keeping with the agreement, that all cargo emanating as LTL cargo within the fifty-mile radius of New York should be handled by the ILA, and if that cargo was consolidated type cargo or small shipments put together in one large container load, that that cargo should be stripped and stuffed at the ILA terminal location.

Q. Mr. McEvoy, did you participate in the 1971 negotiations? A. I did.

Q. Were you a member of the NYSA negotiating committee at that time? A. Yes.

Q. Were you also a member of the CONASA negotiating committee? A. Yes.

Q. Did you play a role in the negotiation of the CONASA-ILA container rules? A. Yes.

(995) Q. Are they—could you tell us whether the document in evidence as Exhibit P-1 are the CONASA rules on containers that were negotiated in negotiations between CONASA and the ILA? A. That is correct.

Q. And are these rules in effect in all ports in the North

Atlantic from Maine to Hampton Road (*sic*)? A. To my knowledge, they are.

Mr. Silberman: I object. I object only—well, your Honor, I will withdraw my objection. The witness qualified his answer.

The Court: All right.

Q. Mr. McEvoy, after the CONASA-ILA rules were adopted did you continue as a member of CONASA and NYSA committees having to do with the administration of those rules? A. Yes, I did.

Q. And could you tell us what the policy of CONASA-ILA and NYSA was with respect to Consolidated and LTL container loads? A. The same as it had been in the previous contract.

Q. And would you state that, please, for the record? A. Within the fifty-mile radius LTL less-than-container-load cargo emanating from within the fifty-mile radius should come to the dock to be worked, and if it was (996) Consolidated cargo, LTL cargo consolidated into a full container load, that on the arrival at ILA terminal it should be stripped and stuffed by the ILA.

Q. Did there come a time when the ILA representatives on the various CONASA and NYSA-ILA committees began to complain about alleged employer violations? A. Yes.

Q. Would you state the nature of their complaints?

Mr. Silberman: Excuse me, your Honor. I wonder if counsel could identify the time period. He asked whether there was such a time. Could he identify the time period? It would be helpful.

The Court: Please do so.

Q. After the agreements on the 1971 CONASA-ILA

container rules and, namely, beginning on and after May of 1972, were there such complaints made? A. Yes.

Q. Were these complaints frequent complaints? A. Frequent complaints.

Q. And what were the nature of these complaints? A. Primarily having to do with what cargo should be stripped and stuffed on reaching the dock.

Q. And were there complaints with respect to Consolidated and LTL cargo? A. Yes.

(997) Q. And could you tell us what those complaints were? A. Those complaints had to do with whether or not the containers were properly described as Rule 1 containers and whether the ILA was in fact physically working all of the Rule 1 containers, Rule 1 containers which would fit inside this fifty-mile radius and be consolidated.

Q. Was the ILA complaining that the carriers were violating the rule with respect to LTL and Consolidated cargo? A. Yes.

Q. As a result of these complaints did there come a time when meetings were held with all of the container carriers in the Port of New York? A. Yes.

Q. Were you present at certain of those meetings? A. Yes, I was.

Q. Was such a meeting held on or about November 20th, 1972, at the Whitehall Club? A. Yes.

Q. Mr. McEvoy, I show you respondent's Exhibit 8 in evidence and ask you whether you have seen this document before? A. Yes, I have.

Q. Does this document accurately reflect the action (998) that was taken at that meeting? A. Yes.

Q. Mr. McEvoy, as a result of the action taken at the Whitehall Club, were there certain rules on enforcement drafted? A. Yes.

Q. And were these rules subsequently adopted by CONASA and ILA? A. Yes.

Q. Mr. McEvoy, after those rules were adopted did you issue instructions to your staff at Sea-Land with respect to those rules A. Yes.

Q. What was the nature of those instructions? A. To comply with the rules.

Mr. Silberman: Excuse me. Objection.

The Court: Just one moment.

Mr. Silberman: I wonder if we could have the date established.

Q. After the adoption of the rules on or about January 25th through the 29th, 1973, did you issue instructions to your staff? A. I discussed the rules with the staff, certain members of the staff. Those rules were not actually put into effect until after the Dublin meeting.

(999) Q. And that would be some time in February—A. Right.

Q. —of 1973. Mr. McEvoy, some time in early April, approximately the 3rd day of April, 1973, did you have a meeting with Mr. Roy Jacobs? A. Yes.

Q. And would you tell us where that meeting was held? A. At the Newarker Restaurant.

Q. Could you tell us how that meeting came to be held? A. Mr. Jacobs called me on the phone and asked me if I could have lunch with him.

Q. Could you tell us the substance of the conversation at that luncheon meeting? A. It began by Mr. Jacobs referring to the fact that the new Rules on Containers which had come out of the Ireland—Dublin, Ireland, meeting were putting a great strain on his company.

The Court: May I ask this: Who was there, just Mr. Jacobs—

The Witness: Just Mr. Jacobs and myself.

The Court. All right.

A. And the subject of the meeting had to do with any way in which Sea-Land could render the service for (1000) Consolidated Express which is Mr. Jacob's company, so that the consolidation could be done at our facilities in Elizabeth by ILA personnel in our employ. I was very—Shall I continue?

Q. Yes, please. A. I was very elated with this opportunity and I said to him, "Mr. Jacobs, we will do everything that we can to cooperate in such a venture." And I made arrangements for Mr. Jacobs to meet with certain of our operating people to discuss what he needed and any way, if any, we could help him with his problem.

Q. Did you make such an arrangement, Mr. McEvoy? A. Yes. They met the next day and discussed the situation in great depth. They had a number of meetings; I was not present at those meetings.

Q. Mr. McEvoy, is that the substance of the conversation? A. We talked about a number of things. We talked about why such a rule was made and why it was agreed to and why we were attempting to enforce it and he said that his company—he was having a great deal of trouble continuing in business with his company.

I said that the reason why the rule was made and we were enforcing it was because we have a very distinct and very great problem with our relationships with the Inter- (1001) national Longshoremen's Association. This had been the subject of a long and arduous period of negotiation going over many, many years and we hadn't yet been able to find a way that we could solve the problem. But as we negotiated along this was a demand of the labor union and we had acceded to that demand and this caused the rule to be in effect.

Q. Mr. McEvoy, is it your testimony that from 1961 through 1972 that it has been the fixed policy of Sea-Land

Services to have containers containing LTL and consolidated cargo stuffed and stripped by deepsea ILA longshoremen at the terminals of Sea-Land Service? A. That is correct.

Mr. Lambos: I have no further questions, your Honor.

The Court: All right. Are there any more questions on what I will call direct, Mr. Gleason?

Mr. Gleason: No questions.

The Court: All right.

Mr. Schwarzbart, Mr. Silberman?

Mr. Silberman: Your Honor, may we have just a short time to confer for the purpose of cutting down the time of cross?

The Court: Surely. How much time do you want.

Mr. Silberman: Five minutes.

(1002) The Court: All right, fine.

Miss Costello, will you come and get me in five minutes? Ten of.

(Recess.)

(1003) The Court: All right.

Mr. Silberman: Your Honor, we have consulted and examined the testimony and we have no questions.

The Court: All right.

Anything further on respondent's side?

Mr. Lambos: Nothing, your Honor.

The Court: You may step down, sir.

The Witness: Thank you, sir.

(Witness excused.)

The Court: All right. I take it, then, Mr. Gleason?

Mr. Gleason: Yes, sir.

Mr. Gleason.

Gleason—For Respondent ILA—Direct.

THOMAS WILLIAM GLEASON, being previously sworn, resumes.

The Court: All right.

Direct Examination by Mr. Gleason:

Q. Mr. Gleason, you remember yesterday we had been talking about Pan Atlantic Steamship Company going into the coast-wise container trade and their operation out of Mobile, Alabama, into Puerto Rico.

Now, did there come a time in 1958 that Pan Atlantic went into the Puerto Rican trade from New York? A. Yes, sir.

(1004) Q. Can you tell us the circumstances under which they went into that trade? A. They came up the —oh, the officials, I think Mr. Busby, Mr. Charney, possibly Mr. Taltasol and some other officials of Sea-Land, which I don't recall at the present time, and we worked out the problem of receiving that freight and loading that container ship for Puerto Rico at Port Newark and we made arrangements with our people that we represented in Puerto Rico Local 1575 that when that ship would arrive down there that we would unload that ship.

And Captain Bradley dispatched me down there to make sure that that ship was worked.

And we got down there. We had quite a problem with the opposing forces but our people did work that ship, did take those containers out and we went from San Juan over to Ponce to make sure the containers that were going to be dispatched in Ponce would be dispatched and if there was any freight to be loaded it would be loaded back in the ship.

And this was the beginning of the regular container service between Sea-Land and the island of Puerto Rico.

Q. Now, was there any agreement reached as to the

handling of LTL cargo or Consolidated loads? A. Yes. We told them what our customs and practice was over a period of years. While there wasn't any specific (1005) rules, customs and practices was always in effect that we loaded and discharged all containers at the piers with all cargo at that particular time.

But we worked out an agreement with the Sea-Land that if containers came with full manufacturer's labels that they could free-wheeling go right aboard the ship.

Q. When you say "manufacturer's labels" is that the same as a shipper load?

Mr. Silberman: Excuse me, your Honor, I missed the date of that agreement.

The Court: All right.

Will you etablish that, sir.

Q. When did this take place? A. At—sometime in possibly August or September of 1958. The exact date I just don't recall. But it was in '58.

Q. Now, you mentioned manufacturer's label. Is that the same as shipper's load? A. Coming from one shipper, one manufacturer, yes.

Q. Could you explain exactly what that is? A. Well, take, for instance, General Electric may manufacture television sets, toasters, electric irons. And if they filled up at their plant a container with all of these various appliances and if it went to one consignee that would be considered a manufacturer's label.

(1006) Q. Now, prior to Pan Atlantic which later became Sea-Land, what other carriers were in the Puerto Rican trade from New York? A. Oh, there were—at one time there was Bull Line was in there, New York and Puerto Rican Line and I think that Alcoa was in there for a while also.

(1007) Q. Now, in 1955 what two lines were in there? A. In 1959, to the best of my knowledge, it was Alcoa and Sea-Land.

Q. Sea-Land is that or is that Bull Lines in 1955? A. Oh, 1955—I'm going ahead of myself—1955 was Alcoa, Sea-Land and Bull Line was still in business down there at that particular time, I think.

Q. Was Sea-Land in that trade in 1955? A. No. Not in 1955. No, Sea-Land wasn't in there.

Q. So you only had two carriers? A. Had two carriers, that's right.

Q. Now, was there any written agreement or any document in writing spelling out your agreement with Sea-Land in 1958? A. No. Because the reason for that was that we were coming up for negotiations in 1959 and this was started between, in between the contract that was in existance from 1956 which carried over 'til September 30, 1959.

Q. Now, do you recall in 1959 the negotiations? A. Yes, sir.

Q. Can you tell us what the ILA's position was in those negotiations? A. The ILA's position at that particular time is because of what we saw which was happening to our man-hours (1008) and the work upon the piers, that we were insisting upon the loading and stripping of all containers.

Q. Did you finally reach an agreement on a contract in 1959? A. Yes, we did.

Q. I'll show you a copy of Respondent's Exhibit No. 1 and ask you to identify it, if that is a copy of the memorandum itself. A. That's it, yes, sir.

Q. Now, in this document there is a clause, Clause 8, which is entitled: Containers Dravo Size or Larger. Could you explain to us exactly the meaning of that particular clause? A. Well, when we got into the negotia-

tions there, they were looking for exemptions, New York Shipping was looking for the exemption of loading and stripping of all containers and we resisted that and then when—during negotiations there was discussion coming up about setting up an arbitration for payments for what we call the manufacturer's labels, and during the discussions the New York Shipping companies wanted to eliminate a Dravos size out of the agreement and we insisted upon putting all containers in there to collect the royalties even on the Dravos size type containers and this is why I say in 8-A: Any employer shall have the right to use any and all types of containers (1009) without restriction stripping by the union." This was in there because of that problem that we had over the size of the containers.

Q. Now, what is the meaning of 8-C? A. 8-C, any work performed in connection with the loading and discharging of containers for employer members of the NYSA which is performed in the Port of Greater New York, whether on piers or terminals controlled by them, or whether through direct contracting out shall be performed by ILA labor at longshore rates. This was the work, why we insisted on 8-C being put in there because this was our protection because this is the work we've been doing as long as I can remember, and I go back as a checker and a longshoreman from 1921, 1922, as a checker, but before that I was in the office, but this historically this has been the work of the ILA.

Q. Now, is it your testimony that 8-A only applies to manufacturer's loads, shipper's loads? A. That's all.

Q. Now, Mr. Gleason, after the contract was consummated did you have any problems with containerization? A. After we signed every contract we had problems all the time over containerization from 1959; in 1962; in 1964; 1968; 1971 as well as immediately after the contract was signed we had our difficulties.

(1010) Q. Now, do you remember specifically a grievance that the ILA had with Sea-Land in 1962? A. Yes, I do.

Q. Can you tell us the background of that? A. Well, I believe there was a container down there, there was a question of a container getting through without being consolidated—getting through without the name of the consolidator, I don't know, but there was a container that was supposed to go through without being stripped by the ILA labor force.

Q. And did you state your position or the ILA's position at that particular time? A. Yes, I did. In fact, at that meeting I had, our people were complaining, I would say, our people were complaining then not only about offshore containers but they wanted to include the domestic containers in the loading and stripping and we said, no.

We had made an agreement with Sea-Land at that particular time that we would allow free-wheeling on domestic cargoes, on domestic containers but at that time we also had a promise that we were going to open up a warehouse in Port Newark to load and strip domestic containers; but we insisted upon the Puerto Rican containers being loaded and stripped by our people, and I think the arbitration was ruled in our favor. I think that, if I (1011) remember right, that even the company agreed that it was a violation of our contract.

Q. Now, do you recall the 1964 negotiations? A. Yes, I do.

Q. Could you tell us about those negotiations? A. Well, it was the same thing. The operators coming in between '62 and '64, and after the '62 negotiations which I was the chairman of, a committee was set up by—we had Jim Reynolds then and I think Senator Morse and Professor Healey set up a committee to come in and study some way that we could get out contracts negotiated without having these labor difficulties.

At the time of the invocation of the Taft-Hartley every October the 1st our fellows knew they were going on vacation, until Taft-Hartley would come in and they set up this committee and then come in with a report on the flexibility that there should be some relief for the operators as far as the flexibility is concerned, and this was one of the agreements that we made with them. We gave them flexibility in 1964 but we still insisted upon the containers for consolidators and freight coming, LTL freight coming to the piers and full container loads should be loaded and stripped by our people, and immediately after that when we agreed, when the 125 committeemen agreed to that contract there was a wildcat strike in New York.

(1012) After we agreed, made a recommendation to the men, there was a wildcat strike in New York resenting the contract saying that they were losing our work because of containers, and although we got the 1600-hour guarantee in their particular contract they went on a wildcat strike and were insisting upon the loading and stripping of all containers; but we got on the radio and television, I believe, and told our rank and file, invited them to ask questions over the radio, by telephone, too.

We got on there with a committee and we insisted upon living up to that contract. We made that contract in good faith and we insisted upon it, it was the best for our people, and then I called for another vote about ten or fifteen days later and the men accepted it by a three-to-one majority—a four-to-one majority.

Q. Now, that particular contract was for four years. Is that not correct? A. Four years.

Q. Now, between 1964 and 1968 did anything happen in the trade that had a substantial effect upon negotiations in 1968? A. Yes. Again, like I said, that these innovations were coming without any knowledge to us by any of the steamship companies. Sea-Land went into the North

Atlantic trade. I believe it was in 1967, and when that ship (1013) arrived in New York with about 65,000 cases of Scotch whiskey, and our longshoremen saw that, there was a riot again and we had real difficulties in the 1968 negotiations because of the movement into the North Atlantic trade by Sea-Land.

Most of the companies were taken by surprise. They became panicky. They didn't know what the hell was going to happen, and lo and behold we had nothing but trouble in '68.

The Court: Just a minute, Mr. Gleason, please.

The Witness: May I get a drink of water?

(1014) The Court: All right, Mr. Gleason.

The Witness: Your Honor, every once in a while I got a very bad cold and hayfever and I need water.

The Court: Do you have water there?

The Witness: Yes.

The Court: Go ahead, Mr. Gleason.

By Mr. Gleason:

Q. Now, in 1967, after Sea-Land went into the North Atlantic did the ILA have their convention at that time? A. Yes. We had a convention, and I think it was in July, the 13th or 14th, down in Miami in 1971.

Q. Was any resolution passed at that time A. The resolutions were passed at that time because of the impact of this movement in the North Atlantic and most of the delegates to the convention, and from all of the ports from Halifax to Brownsville, Texas, and in the Great Lakes, began to fear what this—what effect this was going to have on them as far as their earnings were concerned and what-have-you, and resolutions were passed at that convention instructing me to fight for the loading and stripping of all containers regardless of manufacturer's labels or LTL, or whatever you call it.

Q. Now, can you tell us about the negotiations in 1968? A. Well, those negotiations were long.

(1015) Mr. Silberman: Excuse me, your Honor. I thought the witness was talking about a convention in 1971.

Mr. Gleason: Did I say 1971?

The Witness: I answered that question.

The Court: All right. Rephrase the question.

Q. Now, how about in 1968? Were there any directives from the membership as far as negotiations were concerned? A. Right. They instructed me to fight and negotiate, to negotiate for them for the loading and discharging of all containers.

Q. Now, can you tell us about those negotiations in 1968? A. Well, we went in there and we took our position. This was what the membership wanted and we had a Committee again of about 125, 130 people, from all ports and we stood to the very end with the demands for the loading and stripping of all containers. We put in around the clock, or around-the-clock meetings on them, twenty-four, thirty hours at a time, and we finally compromised again with allowing manufacturer's labels to go through and loading and stripping of all LTL containers. But this time we insisted upon rules which were to be written into the contract so we wouldn't have to rely upon customs and practices, and we were trying (1016) to eliminate all the grievances that was coming along and we were looking to penalize those fellows that were violating the contract, and I think we came out of there with a $250 penalty as liquidated damages, or whatever you want to call it at that particular contract. We thought this may have an effect on the people to prevent them from—it's like getting a thirty-day sentence, or something like that—to prevent them from violating the contract.

Q. Was the union interested in the liquidated damages? A. No. I think the position—we're on record—and I think everybody in the industry knows that our position, our personal position has been that we are not interested in fining people, we aren't interested in liquidated damages. We're looking to get the work that normally comes to us and get the contributions and the man-hours into our fund to keep our fund solvent.

Q. Is that also the union's position instead of your personal position? A. Oh, yes.

Q. Now, after the agreement was signed in 1968 were there grievances with reference to that agreement on full load containers? A. I think the agreement was finished some time (1017) in 1969, Dave Cole was with us. It was a panel again, we had Taft-Hartley, and Dave Cole, who is a very, very responsible man in this kind of business, was with us, put the hours in the same as we did, right around the clock and we come up some time in 1969, I guess it was January, and immediately after signing the contract when we got all the ports back, all the ports didn't go back immediately, there was nothing but violations again all through 1969, 1970 and 1971 up until we started the new negotiations in 1971.

Q. Now, under that agreement in 1968 was there a procedure set up for handling the grievances on containers? A. Yes, there was.

Q. Would you explain that procedure? A. Well, the shipping companies, the shipping associations figured that they set up a Contract Board, a Container Royalty Board, to at least meet once a month or so to go over the conditions that was existing in the industry, to try to prevent wildcat strikes, and what-have-you, and we set this up and we did meet maybe more than once a month trying to straighten out c[illegible] difficulties and to prevent wildcat strikes from taking place. And may I say here at this time that when I

took over in this industry as President there was ninety-six wildcat strikes the year before I came in here and we eliminated (1018) most of those. I guess we're down now to one or two, to prevent the freight moving through the channels here in the Port of New York.

(1019) Q. Now, do you present any grievances to any of the steamship people or any steamship companies after the 1968 agreement was signed? A. Yes, I met with Mr. Chopin who was the head of the Shipping Association at that time. I think I wrote him several letters telling him about the clause in the contract where we had 3H put in there in 1968 for the first time, where we had—if these violations were going to continue to exist that we would then have the right under the 3H clause of the contract to have the right to load and strip all containers while we would be re-negotiating a contract for a new system of handling containers.

Q. With reference to these grievances, did you speak to Mr. McEvoy? A. Oh, Mr. McEvoy—Mr. McEvoy was one of the most efficient men on that board, he knew containerization better than anybody else in the industry.

Q. And did he state his position as far as those grievances were concerned? A. Every time we went to—with the Grievance Board Mr. McEvoy—not only Mr. McEvoy's company, companies whoever else was accused said "We're living up to the contract one hundred per cent, we're loading and stripping containers according to the contract with LTL or Consolidated Freight."

(1020) Q. How did you know that there was grievances or violations of the contract? A. Well, in 1960 after the 1959 contract both the New York Shipping and the ILA—

Mr. Schwarzbart: Objection, your Honor. Excuse me. I think that we are getting crossed in time again. I believe the witness had been previ-

ously testifying to conversations with Mr. McEvoy as I understood them after 1968 and in connection with meetings between the parties that followed then—

The Court: Is there an objection?

Mr. Schwarzbart: Yes, your Honor.

The Court: The objection is overruled.

A. In 1960—'59 contract where we were really—this contract was—where the container clause was put in there, both the ILA and New York Shipping Association put out a group of investigators to investigate whether the contract was being lived up to or not. Both on our side and on the shipping side would bring back complaints saying that the contract was being violated, and then we would call a meeting on those violations and bring in whoever the violator was and bring him before this board and tell him that he was violating the contract and we expected him to live up to it.

And, by the way, those investigators are still— (1021) we increased the number of investigations, we had to increase it. They're still doing their job.

Q. Now, can you tell us the ILA's position with reference to the 1971 negotiations? A. Well, 1971 after—prior to our convention in July in Miami Mr. Andrew Gibson, who was Undersecretary of Commerce for Maritime Affairs and who had been the—one of the heads of Grace Line, had made contact with me and asked me to bring a group of our vice-presidents to meet him, that he would bring a group of American steamship operators together for the purpose of trying to work out a contract without any labor difficulty.

We met—we had several meetings with Mr. Gibson, with both representatives of the industry and ourselves in 26 Federal Plaza.

Mr. Gibson assured me that he was talking to the American steamship operators—primarily not the foreign operator but the American operator, which needed help, that they didn't want any labor difficulties. And we sat down and then we explored conditions which we thought—both of us thought would make a contract. And we did.

Now, during our convention in 1971 Mr. Gibson was present at our convention. Helen Bentley was at our convention—

Q. Who is Helen Bentley? (1022) A. Helen Bentley is the head of the Federal Maritime Commission.

Helen Bentley was at our convention and all of these things was brought up. And I think the convention record will show that I had been telling the delegates at that convention that our problems was not money, it was not money that we could—we have already felt that we had a substantial offer from a very important gentleman and that our problems would be containerization and not money.

And we did have an agreement, a tentative agreement with Mr.—he was going to recommend it to the industry for fifty cents an hour across-the-board for three years without any labor difficulty.

We came back—we had meetings set with the association to start out negotiations. I think we started on the 18th of August. We were supposed to start negotiation with the New York Shipping Association.

(1023) Q. Excuse me. Is that New York Shipping Association or was that CANASA (*sic*)? A. CANASA (*sic*), which really became CANASA (*sic*) in 1968.

And I think it was on the 18th of August. And on the 15th of August I happened to be a member—I happened to be a Vice-President on the AFL Executive Council with Mr. Meany.

On the 15th of August President Nixon went on the air at 9:00 o'clock that night to freeze all wages. I was called

by Mr. Hodgson. Like he called every Vice-President, I presume, but mainly us, because we were up for negotiations. And he asked me to listen in to see how I felt about what the President said and would I call him back.

I listened to the President. I agreed with what he said. I called back Mr. Hodgson and told him that I agreed with the recommendations the President was making and I felt now that we wouldn't have any labor difficulty at all because he was now extending the freeze for ninety days on wages which would bring us up, I believe, November 14th or something like that, and that I was willing to go along with it.

I called up the New York Shipping Association and told them about it, that our problems now wouldn't be any difficulty on October 1st, that we were going to go along (1024) with the President of the United States.

Incidentally, I wrote a letter to every single member of this ILA, numbering around a hundred thousand, sent it to their homes, telling them we were going to support the President of the United States, that we were not going to go on strike, that we were going to go along with the wage freeze.

And I thought then the best thing to do was to go down and see Mr. Hodgson and tell him what our position was.

In the meantime I had discussions with the Committee of the New York Shipping Association and they were in favor of the freeze with one exception. There was an administrative act of the Federal Maritime Commission, whatever you call it, called No. 2390, which provided for assessments to be put on cargo coming into the Port of New York to protect our funds, and the Association told me that they were not going along with the freeze—they wouldn't agree to the freeze on the assessment.

So I thought, well, I'd better get a better explanation off the government. I went down and saw Mr. Hodgson, Mr.

Ussery, Mr. Council, who was the head of the Federal Mediation at that time and Mr. Silberman in the office. And I told him what our position was, that we were willing to go along with the wage freeze and we had committed (1025) ourselves to every single member in our organization and that it couldn't happen if 2090 wasn't frozen, because this was the protection to our funds.

But prior to going down there I called Helen Bentley up, again, the Federal Maritime Commission, and I got her in Carson City, Nevada. She was—her mother was sick, or something. She was home there. Lo and behold I told her—I didn't think she knew what I was talking about.

So then I knew I had to go to Washington to get it straightened out. I met those gentlemen I told you about, and I brought out (*sic*) Executive Vice-President down with me and several other Vice-Presidents. As you know—you were there, too—I brought you along with me. And lo and behold the strike was on the West Coast at the same time. The West Coast had been on strike since July and they—their problems in 1971 was far different than our problems. The problems of the West Coast they could not straighten out because they were jurisdictional with the Teamsters—

> The Court: Just a minute. I am concerned about our time and I don't want to get into West Coast problems.
>
> The Witness: No, but this ties in, your Honor.
>
> The Court: Well, let me hear from your counsel. May I say this, that I find all this extremely (1026) interesting but I'm sure—I'm not sure that it is all relevant. Let me hear from you on this.
>
> Mr. Gleason: It's just a background, your Honor, to the fact that what led up to the strike in 1971

and then the problems with the Rules on Containers on top of it.

The Court: All right. If you can compress it, Mr. Gleason, bear in mind that I am trying to finish this up today. I want— On the other hand, I want to be sure that both sides feel that they've had every opportunity to put into the record what they should get into the record.

The Witness: Your Honor, I wanted to finish up yesterday. I would have been in Ireland, but not for new rules.

The Court: All right. Go ahead.

A. (Continuing) This tied in because—it seemed to me that Federal Mediation was leaving the East Coast go and was trying to straighten out the West Coast and we were left hanging all the time. But I'll get away from that.

(1027) Q. Well, was there a problem with the rules on containers or the violation of the rules on containers? A. Yes, there was. There was problems all during—I had to invoke or write a letter and we did invoke 3H. I think it was sometime in 1970 because the violations were completely getting out of hand, 250—it seemed that $250 didn't make any difference. These companies being all cheaters, all looking to take the best shot out of the ILA was willing to pay 250 to evade the contract.

And so out of that letter of invoking 3H and having containers tied up for a day or two that they came up and agreed to give us $1,000. Maybe a thousand dollars liquidated damages thinking this way may settle the case.

Q. Now, eventually that contract was signed. After the 1971 contract had been consummated, did you have further problems with the rules on containers? A. We were having problems because everybody was taking—having a different interpretation what they really meant. The rules

in my opinion have always been the same, the only difficulty has been in the interpretation of them.

Q. Now, did you again notify the association that you were going to enforce 3H clause? A. Yes, I did. I met with them—I met with them all during '72 trying to convince them that I did not want to hurt this industry, that I was trying to get what I (1028) contracted for. I thought I had proved in '64 that when I made an agreement with them I would live up to it. I asked them to live up to the agreement. They were violating it continually.

And when I saw companies coming in and paying the sum of a hundred thousand dollars as liquidated damages, another company coming in and paying 60,000, another company coming in and paying whatever they had to pay for violations, I was convinced that these companies did not want to live up to the contract.

And so, again, I got—invoked 3H, a threat of invoking 3H in which I knew it would get out of hand if I invoked 3H in this area.

The only ones that would suffer in this particular area would be the American Merchant Marine and we were dedicated not to hurt them because at this particular time they were carrying the least amount of foreign cargo and we had a program on of trying to ship American all the time.

Q. Now, did you file any grievances before—under the grievance machinery of the contract? A. Yes, I did.

Q. Can you tell us about those grievances. A. There's so many grievances been filed against these companies unless—refresh my recollection here. Was this in '72?

(1029) Q. Well, can you give us the nature of the violation, how did they violate the contract? A. They were violating—

The Court: Wait a minute. What period are you talking about now?

Mr. Gleason: After 1972.
The Court: Okay. All right.

A. Yes, they were given—in the contract that was signed in the rules, in the container rules, there is a clause in there saying that they had to notify our people about a Rule 1 container.

There was another clause in there saying about mismanifesting cargo. I had—they had been mismanifesting cargo, they were taking the containers and consigning it to a truckman and saying it was a bona fide warehouse when he didn't have enough space in that platform to put two baby carriages.

And I told them then that they were violating this contract and that unless they didn't stop I was going to reopen the contract again.

Q. Now, could you tell us what your definition of a consolidator is? A. A consolidator is a sort of a broker who has a sales staff—or we used to call them soliciting guys, were soliciting cargo to consolidated cargo into a container.

(1030) You must bear in mind if this freight went directly to the dock and was put into a container at the dock the revenue of a container of LTL cargo would come to Puerto Rico—now would come in the neighborhood of around $1600. But a consolidator was buying these boxes for around 900 or a thousand dollars and whatever he got out of it was his make.

(1031) Q. Now, are all consolidators NVO operators? A. No. They got various truckmen. These guys—the competition is so keen that these salesmen, as they call them, for the soliciting of cargo, would sell their soul for a ton of freight.

Q. Now, are you familiar with Consolidated Express? A. Very—just on two or three occasions. I had talked to

Joe Mangan about Consolidated Express. I think they were up in 54th Street at one time.

Q. Who is Joe Mangan? A. Joe Mangan happened to be the business agent of 807.

Q. Now, can you tell us what period this happened? A. Oh, this was in the period—the earlier periods, in the early '60 periods when it first came to my attention.

Q. What was the purpose of Mr. Mangan talking to you? A. Mr. Mangan had come down to me and explained about us loading and stripping Consolidated's containers at the piers and I told him that we had an agreement with Jimmy Hoffa and that he take care of his jurisdiction and I take care of mine, that we had a contract with the operators—I had no business with consolidators, I went at my jurisdiction on the dock.

(1032) And the second time I guess was with Fitzsimmons, I recall. Maybe Joe Treterola in 285 West 16th Street. I guess that was maybe about two years or so.

Q. Did they discuss Consolidated Express? A. Yes. Fitzsimmons and both Hoffa agreed they made an agreement with me back in 1955 or 1956 that all—anything within the compound—they called—the pier you had to extend out a little bit, it was fenced in. They called it a compound, because to put a container outside the gate belonged to the ILA. The opening—although—we had approximately 135 over-the-road trucking companies organized with the ILA. We made a commitment that any new terminals were opened up we wouldn't look to extend our jurisdiction inland any further.

Q. Does the ILA have a Local 1730? A. Right.

Q. What is the jurisdiction of Local 1730? A. Their jurisdiction is loading and stripping of all over-the-road trucking companies which they have contracts.

Q. If a truckman has a contract with 1730, has a consolidated load or LTL load and he bringis it down to the piers, is it subject to the rules on containers? A. Right.

He must be—that contract—that container must be loaded and stripped at the pier. Even (1033) though it was loaded by the ILA people.

In fact, one of those over-the-road companies was fined. The company was fined for letting one of those trucks going through. I think one of them was M & M.

Mr. Gleason: No further questions.

The Court: All right, Mr. Lambos, are there any questions?

Mr. Lambos: I have no questions at this time, your Honor. I'd like to reserve the opportunity perhaps after the examination by Mr. Schwarzbart and Mr. Silberman. I might have one or two questions but it would not be extensive.

The Court: Mr. Schwarzbart, do you have any questions?

Mr. Schwarzbart: I have no questions, your Honor.

The Court: Mr. Silberman?

Mr. Silberman: No questions, your Honor.

The Court: You may step down, Mr. Gleason.

The Witness: Thank you.

The Court: Mr. Gleason.

Mr. Gleason: I have no further witnesses, your Honor.

The Court: Mr. Lambos, do you have any more?

Mr. Lambos: No, your Honor.

* * * * * *

(1035) Roy M. Jacobs, being previously sworn, resumes.

* * * * * *

(1045) Q. Does a freight all-kinds rate refer to a completed container trailer load? A. Yes, sir, it does, of LTL cargo.

Q. Now, I will get back to that in a moment.

Mr. Jacobs, would you continue with respect to your testimony concerning Sea-Land's amended tariff two weeks ago? A. Again we were notified by the Commission that the freight all-kinds page has been amended as to a charge which Sea-Land is now prepared to pass on to NVO for the stripping and shipping of containers at its facility in Elizabethport.

There are, as I remember it, three rates depending on the size of the piece of equipment in which the NVO would deliver that trailer to the pier.

Q. And what are those three rates? A. Within a dollar or two, as I recall them, for a 35-foot container it's a hundred and fifty dollars; for a 40-foot container, I think it's a hundred and seventy-two dollars, and for a 40-foot high cube trailer, that is to say, an oversized trailer, I think it's a hundred ninety or $192.

Q. Thank you.

(1046) Has that been approved by the Commission, to your knowledge? A. I do not think it has been approved.

Q. But it has been filed? A. It has been filed.

Q. And that is the first attempt that any of the three carriers with whom you do business in the Puerto Rican trade has ever made to pass on to you their costs in stripping your cargo out of your containers and restuffing some containers? A. Yes, sir.

Q. Just so that the Court will have it quite clear, you recall there is testimony, and I believe it is yours as well as others, that Sea-Land did file some new tariffs back in the early part of this year or amended tariffs. Do you recall that? A. Yes. I do recall that.

Q. Now, they did not include the cost of stuffing and stripping; is that correct? A. No, sir.

Q. What did—but they did, as I recall, refer to the CONASA rules; is that correct? A. What they did was

they picked up the entire CONASA agreement and simply inserted it into the tariffs.

Q. With the thousand-dollar fine as part of that? (1047) A. Yes, sir.

Q. And that would have been passed on to whoever caused the thousand-dollar fine to be levied on the carrier? A. Yes, sir.

Q. Now, back to the freight all-kinds rate. That is the rate that you get when you deliver a trailer load to TTT, Sea-Land or Seatrain or that is the rate when you did deliver trailer loads of containers to those three carriers.

Is that correct? A. In ninety-nine per cent of the cases that is the rate. That is right, sir.

(1048) Q. What are the requirements for a freight all-kinds tariff, that is, requirements which the Commission imposes on both the carriers and yourself which are the requirements which bear on the issues in this case? A. Well, if I may correct you, Mr. Silberman. It is not that the Commission imposes its restrictions on the carrier. It is that the carrier has filed these restrictions with the Commission.

Q. I see. A. So that it is at the carrier's volition and not the Commission's orders.

Q. But the general framework of this regulation is that the carrier must comport or conform to his tariffs; is that right? A. Absolutely, sir.

Q. Right. Now, are there any conditions which bear on the issues in this case? A. There is one primarily of a number of restrictions, but one which refers specifically to the matter at hand and that particular restriction states and has stated so since roughly 1958 when I think the rate did go into effect, that in order—

Q. Let me stop you for a moment. You said 1958 the rate came into effect. What rate? A. The freight all-kinds commodity rate, sir.

(1049) Q. In other words, that was a rate designed to deal with container traffic? A. Oh, absolutely, sir.

Q. Okay. A. The provision relating to this particular case refers to this rate as only available to a shipper of freight all-kinds if the shipper picks up the container from the pier, takes it to a terminal away from the pier, loads the container away from the pier, returns the fully-loaded container back to the pier and at destination does exactly the reverse, that is to say, removes the fully-loaded container from the pier, unloads it away from the pier, and ultimately brings back the empty container to the pier.

Q. Well, now, how does that differentiate from other rates? How is that differentiated from other rates? Strike that question.

That is the practice that you followed in sending containers to TTT, Sea-Land and Seatrain prior to the early part of this year; is that correct? A. Well, that's the only way, sir, that we can ship under the freight all-kinds rate.

Q. That is the practice you followed? A. Yes, sir.

* * * * * *

(1050) Q. Explain to the Court in your own words how that, what you have described concerning that tariff bears on the issues in this case. A. I was responsible for the setting up of that rate in 1958 both with Sea-Land and with the Bull Lines, the theory being that as the larger sized containers came into vogue, namely with the inception of the Sea-Land Service, that it would be well worth while to attempt to get from the carriers a trailer load relating to mixed commodities, that is, where the expression "freight all-kinds" came in. It actually, I think, originally was "freight of all kinds" and then shortened to "freight all-kinds" to protect the steamship companies. Some of the restrictions which went into that rate and which we were perfectly willing to accept. To name one, as an example, states that no one commodity within that trailer shall ex-

ceed 15,000 pounds in weight, the purpose obviously being that the carriers did not want us to go out and solicit full loads of one commodity. We were acceptable to that provision. There is another provision, as an example, (1051) stating that you must have three or four more commodities in a given trailer. Here again we were perfectly acceptable to that provision. And then, of course, since we were running our own terminals and had been for some years the restriction relating to the fact that the container must be taken away from the pier to be loaded or handled was also perfectly acceptable to us.

(1052) Q. Well, it's on that last point that I am questioning you, Mr. Jacobs.

You say that under that restriction in the tariff the container must be taken away from the pier. How does that relate in any way to stuffing and stripping? A. Well, it relates to the fact that the steamship companies, whether it was Bull Lines and Sea-Land at that time or the present carriers today, because each carrier has picked up the rate as they have come into service, simply do not wish to handle the cargo at the pier because of the concomitant labor costs against it, so they insist that the carts—that the trailer be taken away so they have no labor costs against it.

(1052) Q. Is that why that freight all-kinds rate is cheaper than other rates that would obtain if a shipper delivered his commodity on a break bulk basis to the pier? A. Well, let me also amend that, Mr. Silberman.

The freight all-kinds rate is not cheaper than other trailer load rates. It may be cheaper than less-than-trailer-load rates.

Q. That is what I meant. A. Yes, sir.

* * * * * *

Q. And it is cheaper because there is less cargo handling by labor employed by the carrier; is that correct? A. Yes, that is correct.

(1053) Q. Now, Mr. Jacobs, have you heard testimony in this proceeding concerning seals, or at least reflected on certain documents, seal numbers for TTT in October, November and December of 1972 which at least in part according to the documentary evidence now before the Court reflects a TTT seal number on a TIR in Puerto Rico rather than your seal number?

Have you heard such testimony? A. Yes, sir, I have.

Q. Now, I believe you said you were executive vice-president of the CONEX? A. Yes, sir.

Q. When did you as executive vice-president of CONEX first find out about seal numbers on TIRs in Puerto Rico relating to TTT or Sea-Land which were different from the seal numbers that you had placed on those containers when you shipped them?

Was that question too long? A. No, I'm just trying to place it in time, let's say, because it's difficult, possibly four to six weeks ago.

Q. And under what circumstances did you first find that out? A. Relative to the various cases which are presently pending. This case as an example. When you say the circumstances, obviously I requested my San Juan office (1054) to check into the documents.

Q. Do you mean to say that you did not know in 1972 that the seal numbers on TTT and TIRs, or Sea-Land, TIRs reflected a number different from your seal put on the container? A. I can certainly say, as relates to TTT, sir. I would not be quite so positive as to Sea-Land.

Q. Well, perhaps you ought to explain that to the Court. A. The Sea-Land situation has been one where—well, as it relates specifically to a conversation of, let's say, mine with I believe Mr. Lyons of some months ago relating to different ways of the seals, et cetera, and Mr. Lyons did say to me that there was some possibility that seals could be changed.

Now, I never went into it. I saw no purpose to because I knew the trailers were winding up in Puerto Rico and in perfectly good condition.

Q. By perfectly good condition do you mean without stripping and stuffing? A. Without stripping and stuffing, that is correct, sir.

Mr. Lambos: Excuse me. Did we have a date fixed on the conversation with Mr. Lyons?

The Court: Try to do that, please.

(1055) A. (Continuing) I would say, approximately, other time at the end of January, sir, of this year. I'm sorry.

The Court: This is after you heard about the Dublin rules' change?

The Witness: It might have been, your Honor, around the time that I got my original call from Mr. Lyons. I seem to recall it coming into that conversation, sir.

The Court: All right.

Q. Can you recall exactly what was said or can you not? A. No, I can't because it would just be difficult to.

(1056) Q. Now, you now see through the testimony presented in this proceeding that the testimony adduced by counsel for the ILA, that TTT at least in part and Sea-Land apparently all but with respect to four exceptions in the months of October, November and December put a different seal number on their various documents, including the TIRs in some cases.

Now, I ask you, Mr. Jacobs, whether it is possible to put different seal numbers on containers without stripping and stuffing? A. No, sir, it is not.

Oh, I'm sorry. You said to put different seal numbers

on with stripping and stuffing or without stuffing and stripping?

The Court: Read the question.

Mr. Silberman: I forgot which way I said it.

The Witness: I may have misunderstood.

Mr. Silberman: Will the reporter please read back the last question to the witness.

(The reporter reads the pending question.)

A. Yes, sir. The answer to the question is you can put different seal numbers on.

Q. I don't want to question you point-by-point on that. Would you describe to the Court the variations (1057) there, what the significance is if the same seal number is there, what the significance can be if it's changed, what the possibilities are for more than one seal in your own words? A. Well, taking the—it's possible if the same seal is on the trailer and it is a metal seal which is irreparable.

Q. Placed where? A. On one of the doors. There are two doors at the rear of a trailer, there may also be side doors. It would logically be impossible to have that trailer stuffed or stripped.

Q. You mean if it is the same seal number? A. If it is the same seal number.

Q. Because you couldn't open up the trailer without breaking the seal? A. Totally correct, sir.

Q. Now, are there places on the trailer that you could put a second seal which does not reflect any breakage of the first seal; in other words, so you end up with two seals? A. Yes, there are. As an example, you can put a seal on each door and nobody says you have to break the first seal in order to put a second seal on another door, so it's perfectly conceivable for a trailer to ride with (1058) two seals. No difficulty whatsoever.

Q. Now, did in fact you show me while we were out of court a container truck traveling between here and New

York with two seals on it? A. Yes. It was a Montgomery Ward trailer.

Q. Where were the two seals? A. One on each door.

Q. Now, have you had an opportunity, Mr. Jacobs, to go over your records with respect to the containers that you shipped to Sea-Land subsequent to February 3rd, 1973, through this year insofar as Sea-Land was still accepting containers from you and compare that with a period of the first three months of 1972 for Sea-Land?

Mr. Lambos: Your Honor, I wonder what the relevance of this is, especially on rebuttal. I don't understand anything was raised in the main case of respondents that this would bear on it.

Mr. Silberman: I should be glad to make an offer of proof.

The Court: I will allow it. Go ahead. Let's proceed.

A. Yes, sir, I have.

Q. And what did that show?

First, tell the Court how many containers that you shipped through Sea-Land in 1973.

* * * * * *

(1059) A. That's very difficult for me to answer. I can tell the Court what I shipped through Sea-Land starting with February 5 of '73.

Q. I'm sorry. I stand corrected. A. Approximately forty container loads, sir.

Q. And what is the pattern of delay between the time that the container arrived at Sea-Land and the time it went out on a ship, if any? A. In and of itself or compared to the figures of 1972, sir?

Q. You can answer it the second way, if you wish. A. The pattern of delay is considerably longer in 1973 as opposed to the same period in 1972.

Q. What was the average delay time in 1972, if you computed it? A. Well, in the first place, I would never say there was any delay in 1972. I would say the trailers moved immediately or certainly on the next available ship.

Q. I'm sorry. I meant elapsed time. A. In 1972 the average elapsed time was, as I recall it, 1.3 days per unit.

Q. That is in the first three months? A. The first three months, sir.

(1059) Q. Have you calculated it beyond the first three months? (1060) A. No, sir. I unfortunately did not have time to do it.

Q. How long did it take you to calculate that? A. Approximately five and a half hours.

Q. When did you do that? A. Oh, Wednesday night until 5:30 in the morning.

(1061) Q. Now, what is the elapsed time in 1973 after you were advised that the CANASA rules were in effect? A. On the forty-load, sir, the average is just a hair under four days.

Q. Now, when you were—your understanding of the CANASA rules both at the time that they were discussed with you and the various representatives and, indeed, through this period, was that you were not supposed to get any containers. Is that not correct? A. Would you repeat it, Mr. Silberman? I'm sorry.

The Court: Read the question.

Q. Your understanding of the CONASA rules—

The Court: Just a minute. Let the question be read back.

Mr. Silberman: I'm sorry. I thought you asked me to rephrase it.

(The reporter reads the pending question.)

A. Yes, sir.

Q. However, as you testified before, in the initial period of enforcement starting with February 5th of this year through some period of time which varied between the three carriers, your initial exposure was for stripping and stuffing rather than the refusal to supply containers, is that not correct? A. Yes, sir.

(1062) Q. And did you immediately complain when that became apparent to you? A. By that you mean stuffing and stripping, sir?

Q. Yes, sir. A. Yes, I did, sir.

Q. Did you complain to all three carriers? A. No, sir. Only to two.

Q. Which two? A. Sea-Land and Seatrain.

Q. Now, in any discussions you've had or did have during the time you were making these complaints in the early part of this year, did you in discussions with one representative of one carrier or one officer of one carrier discuss the situation with respect to other carriers who were, after all, their competitors? A. Yes, sir.

Q. Will you describe that? A. Both in my conversations with Mr. McEvoy and my following conversations either on the same day in one instance, or I think the late afternoon in another instance, with Mr. Novacek, I specifically requested information as to why Seatrain and Sea-Land were having this incredible difficulty with us.

Q. By "difficulty" what are you referring to? A. Well, relating to stuffing and stripping and (1063) TTT was not.

Q. And? A. In both instances, both Mr. Novacek and Mr. McEvoy stated that they were or had already complained to some group, board or committee and that that matter was under investigation.

Q. What matter? A. This matter of TTT not being stripped or stuffed.

Q. You mean you not being stripped or stuffed? A. Me not being stripped or stuffed.

Q. How long did that take place, that is, not the stripping and stuffing position on the part of TTT? A. I think that that started some time during the middle of March, in that area.

Q. What started? A. The stripping and stuffing at TTT.

Q. So that, then, all three carriers were the same at least with respect to the requirements? A. No. Quite to the contrary. Because at the middle of March we were stopped from getting any containers by Sea-Land or Seatrain.

Q. Right. But up to that time— A. Yes.

Q. Let me finish my question. Up to that time but (1064) after February 3rd Sea-Land and Seatrain were stripping and stuffing? A. Yes, sir.

Q. Now, let me ask you this question: Mr. Jacobs, when you came in and complained to the representatives of these three carriers ranging from the Chairman of the Board of Sea-Land on down did anybody say to you, "Now, Mr. Jacobs, we have been stripping and stuffing you for the last four years. Why are you complaining now?" A. No, sir.

(1065) Q. Did anybody come, even allude to the fact or the alleged fact that they had been stripping and stuffing you in the past? A. No, sir.

* * * * * *

(1068) Q. And was it at the second meeting with Mr. McEvoy which, if I remember correctly, was at Mr. McEvoy's office that you brought up the fact that, again, TTT was supplying you with containers? A. It was repeated.

Q. So that there were two conversations with Mr. McEvoy, both of which had the same substance with respect to TTT's not stuffing and stripping and supplying you with containers? A. I would disagree with your statement, Mr. Lambos, in only one area, that being the inclusion of the words "foreign trailers" because to the best of my recollection it was only late, late in March and possibly early

in April that we started to get only foreign trailers from TTT.

And indeed, in my conversation late in that afternoon with Mr. Holzer and Mr. Semac they again confirmed that we would only get foreign equipment.

Q. And by "foreign equipment" you mean equipment that was leased by TTT from some outside source? A. I have no way of knowing, sir.

* * * * * *

(1070) Q. Now, Mr. Jacobs, you mentioned that there are various places on the container where a seal might be placed. A. Yes, sir.

Q. Now, is there more than one door on the average container? A. Not—well, certainly not the Sea-Land boxes. I'm sorry, one—well, let's amend. Some trailers have side doors; by no means all, but some Sea-Land does not have sidedoor containers. Seatrain does not have sidedoor containers. On occasion, I seem to recall loading some TTT equipment, especially foreign equipment, that had side doors. So that if there is a sidedoor trailer there should always be a seal on that side door since it is a quick way into the trailer if there isn't any seal on it. But all doors—or all containers have doors at the tail, the rear.

Q. And when you fasten the seal what you do, in effect, is make sure that neither of these two doors can be opened without breaking that seal, is that not correct? A. I'd ask you to repeat that, Mr. Lambos, please.

Q. Is it not correct that the very purpose of the seal is to fasten the two doors in such a way that if either door is opened the seal would be broken? A. Yes, I'll buy that.

(1071) Q. And isn't it a fact that with all Sea-Land containers and all Seatrain containers there are only the two rear doors? A. Yes, I just said that, sir.

Q. And that it is only on great occasions, as an excep-

tion, that there would be a side door on the TTT containers? A. As a general rule, sir.

* * * * * *

(1071) Q. Now, in preparation of your testimony here did you review all of the documentation with respect to dock receipts and TIR documents? A. From what period, sir.

Q. For the period, let's say, beginning in October of 1972 forward. A. For all carriers, sir?

Q. Yes, for all carriers. A. No, sir.

Q. Did you make any inquiry of your other associates with respect to whether or not there had, in fact, been seal chang[illegible]? A. Again, from October, sir?

Q. Fron[illegible]tober. A. Yes, sir, I did.

Q. And did you receive a report from them? A. Orally, yes, sir.

(1072) Q. Now, did you receive that report prior to the commencement of this proceeding? A. I believe so, yes.

Q. Now, did you not testify on June 14th before the Federal Maritime Commission hearing counsel in deposition that before you testified on that day you had unequivocally checked all of the documentation and your testimony was to the effect that there had been no seal changes in 1972? A. Relative—

Q. Was that your testimony? A. Relative to whom, sir?

Q. Relative to any carrier, Mr. Jacobs. A. I don't recall saying it, Mr. Lambos. If I said it then I said it.

Q. Mr. Jacobs, I show you Page 21 of the deposition of June 14, 1973, and ask you whether this was the testimony given by you on that day. A. May I turn back, sir?

Q. Please do. A. Mr. Lambos, may I read for the record this paragraph, sir?

Q. Please do. A. My answer read: "Within a matter of forty-eight hours we have received back from the carrier the (1073) ocean bill of lading. The ocean bill of lading

carries the trailer number, the weight and the seal number. In all instances these numbers are the same in the year 1972 and prior to 1972. Let me add."

Now, I'm referring specifically, sir, to the bill of lading.

Q. Now, have you checked the bills of lading? A. Boy, Mr. Lambos, I ran a pretty thorough check on those bills of lading, sir. I obviously—I wouldn't even go further on it.

Q. Now, in addition to the bill of lading was it not your testimony that you had checked the trailer interchange report and was it not your testimony and I continue to read on: "That is what is known as the trailer interchange report which every trucking company in Puerto Rico signs for each trailer. In each instance the seal is the same as the seal we have applied in New York. It is a physical impossibility for that trailer to have been stripped."

Was that your testimony? A. May I read the start of that paragraph, sir? I haven't read it.

(1074) Q. Yes, of course, you may read it if you will just answer my question, sir, first.

Was that your testimony? A. That is it—

> Mr. Silberman: Well, your Honor, I think the witness is entitled to read it. He's pointing at it.
>
> The Court: All right. Well, read the context first to refresh your recollection—
>
> The Witness: That's all I wished to do.
>
> The Court: —then answer the question.

A. Yes, sir, it is my testimony, Mr. Lambos, that if the seal is the same it is a physical impossibility for that trailer to have been stripped.

Q. And did you not go further and state in response to a question by the examiner:

"I assume from this that you have personally checked all of this documentation?

"Answer: Unequivocally, but I'll go further."

Was that your testimony? A. Yes, sir.

Q. Mr. Jacobs, in testifying about statements made by Mr. Carter at his deposition in the FMC proceeding, is it not a fact that Mr. Carter testified that too was TTT's practice prior to February of 1973 to stuff and strip using the same container? (1075) A. Mr. Lambos, as I remember Mr. Carter's testimony, he did not refer primarily to a time span.

Q. Do you remember this testimony:

"Question: Mr. Carter, I'd like to ask you a few questions, please.

"Would you say that during the period of 1968 up until the time you left TTT that when an NVO container bound for Puerto Rico came to your pier it was stripped and stuffed at the pier?

"Answer: Yes, this was the policy of the company. Now, there were occasions, there were occasions when we found some got through and we admonished them to change their habits.

"Question: Every once in a while there may have been a deviation but every time one of these fully-loaded containers came in to the best of your knowledge the cargo would be taken out by ILA deep sea labor and put back into that container, sealed up and put aboard the ship?

"Answer: That's correct."

Do you remember that testimony of Mr. Carter? A. I don't recall those exact words. I assume that you're reading them totally correctly but I do recall Mr. Carter saying in that same deposition, sir, something relating to different containers.

And, again, as I said previously, Mr. Lambos, (1076) I was not, to the best of my knowledge, talking about a particular time span because I do not remember, frankly,

exactly what time span Mr. Carter was talking about. He did say he stuffed into different containers.

* * * * * *

(1087) The Court: This is Page 1 of R-15 container manifest.

Mr. Silberman: I don't know we ever see that.

The Court: That's what I want to find out. What is the procedure, who first fills in the form that bears the legend "Container manifest"?

Mr. Silberman: I don't know.

The Court: Can you answer that for me, Mr. Jacobs?

The Witness: If I may see one, sir—I'm sorry, your Honor, I've never seen one.

The Court: It's all right.

Who prepares that?

The Witness: Your Honor, that would have to be prepared by Sea-Land. I have never seen this form before in my life. Therefore, it would have to be an in-house document of Sea-Land's.

The Court: Now, you were tendering this, Mr. Lambos. Maybe I should put the question to you.

Can you give me some insight into the preparation of this?

Mr. Lambos: As I understand it, your Honor, the short form bill of lading comes from the consolidator and goes right through with the container until the container is picked up in Puerto Rico and—

(1088) The Court: Well, the short form bill of lading is the second page of that document?

Mr. Lambos: That's the second page.

The Witness: Yes, sir.

The Court: Take a look at that—

Mr. Lambos: I understand—

The Court: Let me shift back to Mr. Jacobs. Who prepares that, Mr. Jacobs?

The Witness: Part of it is prepared by us or part of it is prepared—or finished, I should say, by Sea-Land.

If you look, your Honor, at the center of the bill of lading where it reads "One trailer van freight all-kinds," with the weight, the trailer number, the seal number does not contain chemicals, et cetera, that's typed by us. The weight is typed by us and, of course, the top of the bill of lading showing the date and the shipper's bill of lading number the originating carrier, the consignee and the shipper—I don't know why the shipper is filled in in hand, but it should have been typed by us, all of that is done in our office. The rest of all of the handwriting charges or relating in any way to commodity numbers are all put on by Sea-Land, but by whom I would have no way of knowing.

The Court: All right.

(1089) Now, that goes with the container, is that correct? After you prepare this where do you then send it?

The Witness: We send it down, sir, in a five-part form directly to the pier.

The pier then stamps one of the five parts which are returned to us by our driver which, of course, becomes known as the dock receipt copy. The other three copies, at least as Mr. Nicholas testified yesterday, would be, I assume, given to an ILA checker.

From there I have no way of knowing where they go.

Mr. Lambos: Your Honor—

The Court: Yes.

Mr. Lambos: —may I ask just one question on that?

The Court: Surely.

(1090) By Mr. Lambos:

Q. Do you not receipt one of the copies of the bill of lading when you receive your container in Puerto Rico? A. Do we not receipt one of the copies?

Q. Would not your drivers sign one of the copies of the short form bill of lading in Puerto Rico and receive another copy for your file? A. That's a possibility, Mr. Lambos; I wouldn't swear to that, sir.

Q. Well, aren't these the short form bills of lading that you examined in connection with your earlier testimony? A. No, sir, the short form bills of lading I examined are the copies that were sent back to us as our freight bill from Sea-Land here in New York. That's where the bills are paid, sir, from this New York office.

Q. But you never examined the copy that you received in San Juan? A. I can't swear that I ever did or didn't because I'm not even sure, sir, one exists in the normal course of business. I just can't swear to it, sir.

The Court: Now, I've gone through just only up to Page 26 but in each instance I find that the seal number that's contained in the short form bill of lading is the same as the one that appears on the container manifest (1091) for each of the respective paired documents. As I say, going through Page 26. Now, are there any in this exhibit in addition to the one that you have just referred to, Mr. Lambos—I guess—what was that page, 214?

Mr. Lambos: 226—

The Court: No, you had taken one exhibit—

Mr. Lambos: Yes, that was—

The Court: —out of that one. What page was that?

Mr. Lambos: That was 214, your Honor.

The Court: 214.

Now, that has on the short form bill of lading—if I'm reading from the right page—what seal number? What do you have on yours?

Mr. Lambos: 674714.

The Court: Is that a seal number at that period of time that you were using, Mr. Jacobs?

The Witness: No, sir. Our seal numbers are four digits, such as this document.

Mr. Lambos: You will note, your Honor, in the part filled in by Consolidated Express that there is their seal number, as well. That is in the left-hand portion towards the middle and that—

The Court: 3259.

Mr. Lambos: 3259.

(1092) The Court: All right.

All right. Anything further of the witness?

Mr. Lambos: Your Honor, so that the record might be clear at this point, I think that your Honor asked about what—how many were there in these 113 boxes where there had been no seal changed? You remember yesterday Mr. Nicholas testified that there were 109 where the seal numbers had been changed and four on which there had been no change, and during the recess I will go through them and pick out exactly which ones these are so that the record might indicate the four on which there had been no change.

* * * * * *

(1133) The Court: All right. I suppose what you're saying is this: That you would even accept all of the arguments and all of the testimony that is offered by the respondents as long as you could be permitted to claim that it had been established that

Consolidated Express, the charging party, got a certain proportion of the business of loading containers over this period of time?

Indeed, you would—it would be consistent with what I understand your position to be when you talk about the specific work that you would accept even that the contract—you would be able to maintain your position—This is a better way to say it: Even if the contract in 1959 had contained the same container rules provisions that the contract in 1968 contains?

Mr. Schwarzbart: Yes, your Honor.

The Court: Because you say that while all of this work traditionally belongs to the ILA and you're willing (1134) to concede that, the fact is that somehow—and you say I need not be concerned with how—somehow a certain portion of it was always permitted to run off to the charging party. That, I think, simplifies your position but, nonetheless, I don't think it does damage to—does violence to the position you take. That really is your position, isn't it?

Mr. Schwartzbart: That is correct, your Honor.

The Court: All right.

I think I've got your position. I've got your arguments. You've responded to my questions on what my function is. Let me hear from Mr. Lambos.

(1142) The Court: Mr. Lambos, to the extent "slip through" means that from time to time a fish escapes, I have to say to you quite seriously that's not the connotation that I derived from the proof. Those words have been combined before, "slipping through," but it's more than that. If it were that it would be a little different picture. It just isn't

"slipping through." There was no effort, as I see it, on the part of some of the companies, at least, if there was a contractual obligation to live up to that contractual obligation. It wasn't a slipping through.

* * * * * *

Twin Transcript, Volume 1, dated February 5, 1974.

(4) The Court: He is still with us. His admission is still with him.

Mr. Brown: Thank you.

The Court: Gentlemen, we will take until ten-thirty. Then we will start at ten-thirty.

(Recess.)

(5) The Court: All right, gentlemen.

Mr. Schwarzbart, how do you want to proceed?

Mr. Schwarzbart: If it please the Court, I should like to correct something that I stated yesterday with respect to the 1967 financial statements, your Honor.

At that time I had advised the Court and counsel that it was my information at the time that the 1967-1968 financial statements were, in fact, in one document and since our meeting at that time I've been advised that the 1967 financial statement exists as a separate document. Later yesterday it was located, prepared in Spanish, in San Juan, and it has since been flown up.

With respect to the correspondence which was offered by Mr. Lambos, I have advised Mr. Lambos that we would be prepared to stipulate—these were a series of documents which have been marked for identification or soon will be. I've advised Mr. Lambos and Mr. Gleason that we would be prepared to stipulate to their admissibility except with respect to certain ink notations which are contained on the face of these documents. Of course, reserving our right to argue as to the weight to be afforded to these documents.

Yesterday as well we—Mr. Gleason asked for a stipulation with respect to the testimony of a Mr. Tattersall. Due to the press of time we did not have a very (6) great period of time with this affidavit

and Mr. Brown has not seen it at all. We would like to have an additional period to read this statement before taking a financial position with regard to this.

* * * * * *

(19) it be possible to have—and it was something which I might add was inadvertently omitted from Mr. Sanjurjo's statement, would it be possible to obtain a stipulation to the effect that Twin Express, Inc. is a Puerto Rican corporation engaged in the business which will be described as a non-vessel operating common carrier and that during the preceding twelve months from its facilities in New York, New York, it has earned gross revenues in excess of $100,000 by the—from the transshipment of LTL containers from New York to the Commonwealth of Puerto Rico in direct shipment?

The Court: Any question—

Mr. Lambos: We would stipulate if a witness of Twin Express were called upon to testify and so testify we would waive cross-examination on the commerce issue.

* * * * * *

(23) PAUL SEMACK, called as a witness in behalf of the Petitioner, being first duly sworn, testifies as follows:

Mr. Schwarzbart: Excuse me, your Honor. If I may just interrupt for one moment to introduce to the Court the counsel for TTT, Mr. Kevin J. McGill of the firm of Kirlin, Campbell & Keating. Mr. McGill is a member of the New York Bar who has appeared on behalf of TTT in the prior proceeding.

The Court: All right. Glad to have him here again with us.

All right, sir.

Direct Examination by Mr. Goodman:

Q. Mr. Semack, what is your position with TTT? A. I'm the Senior Vice President of Marketing for TTT.

Q. And what is the scope of your responsibility? A. Our sales activities, our traffic activities and our pricing activities. We describe it as rates and regulatory affairs.

(24) Q. How long have you been with TTT? A. Since November of 1966.

Q. And how long has TTT been in operation? A. Since April of '68.

Q. Could you tell us what generally is the business of TTT? A. We're carriers by water from New York and Baltimore to Puerto Rico. We're vessel operators.

Q. And where do you operate from? A. We have a terminal at Pier 13, Staten Island, our San Juan terminal is what they call Berth C in Puerto Nuervo and Pier 10, Canton Railroad in Baltimore.

Q. Now, are you fully familiar with the operations of TTT? A. Most of the operations.

Q. Well, which operations are you not familiar with? A. Some of our contracting operations, finance operations, trailer maintenance operations, things of that nature. Accounting.

Q. Can you describe the operations generally at the pier in Staten Island? A. Yes, I think I can, right.

Q. Would you do it, please. A. We have a waterfront facility, a finger pier (25) where we have three bridge ramps which articulate to the ship when the ship is in dock. They're side port ramps and the trailers are driven in and driven out by medium of a small yard hustler, a type of tractor. It is a roll-on roll-off ship as was mentioned before.

We have an LTL facility, a car unloading facility for rail cars and a small administration building where the operat-

ing people at the pier have their offices. And U. S. Customs. And the usual trailer park, trailer maintenance and inspecting facilities and where the trailers are stacked for discharge or for loading.

Then there's a receiving gate. The general waterfront facility.

Q. Are your own employees currently working at the docks? A. We have some administrative people down at the pier.

Q. How about the stevedoring work? A. That's all done by ILA.

Q. Are they employed by TTT? A. Currently they are, right. We are employers right at this—we have been an employer, I think, since last summer, August or September, October of last summer.

Q. Of 1973? A. We started doing our own stevedoring.

(26) Right.

Q. Prior to that time? A. We had a stevedore, a contract stevedore. We had three of them, in fact. Since 196 —when we started in business we had Universal, then we had Northeast Stevedoring and the last stevedore we had was John J. McGrath Company.

Q. Does TTT do business with Twin Express? A. Yes, we do.

Q. Do you know approximately how long you've done business with— A. I think we started getting trailers from Twin Express and started doing business with them in 1970.

Q. What service does TTT perform for Twin Express? A. We carry the trailer from New York to Puerto Rico.

Q. Now, you've been subpoenaed to appear with certain documents and I think you've presented these documents to us. Let me describe them for the Court.

These are bills of lading, dock receipts, trailer interchange reports and stripping tallies for all containers of

Twin Express shipped through TTT on seven trips of two vessels of TTT, the Eric Holzer and the Ponce de Leon in 1970, 1971, 1972 and 1973.

Is that correct? A. That's correct, sir.

(27) Q. And—

The Court: What are those years inclusive?

Mr. Goodman: '70 through '73.

The Court: All right.

Q. And are you aware also that based on an understanding between your counsel and the petitioner that these voyages were picked at random in order to avoid the necessity to have to bring in all the records from those years? A. I so understand, yes.

Q. And have you examined those documents? A. Yes, I have.

(28) Mr. Goodman: Your Honor, at this time could I intercede?

I'd like to have petitioner's exhibits 1, 2, 3A and B and C put into evidence prior to putting in this evidence. These have already been stipulated to by the parties.

The Court: What markings you have on those?

Mr. Goodman: Petitioner's 1, 2, 3A and B were from the prior proceeding.

The Court: All right.

Mr. Goodman: And 3C is entitled "Liquidated Damages Paid for by Violations of Rules on Containers."

The Court: Was that also in the prior proceeding?

Mr. Goodman: No, this is new but I think the parties have agreed that this would be entered.

The Court: Is there any objection to these documents being marked in at this proceeding?

Mr. Lambos: No, your Honor.

Mr. Gleason: We have no objection.

The Court: All right. 1, 2 and 3A and b are already marked, is that correct?

Mr. Goodman: From the prior—

The Court: Are you going to give them the same numbers?

Mr. Goodman: We'll give them the same numbers.

(29) The Court: 3C—you're going to give the other document the marking 3C?

Mr. Goodman: Yes, your Honor.

The Court: All will be marked in evidence.

The Clerk: Marked into evidence, petitioner's 1, 2, 3A and 3B and 3C.

(Petitioner's Exhibits 1, 2, 3A, 3B and 3C are received in evidence.)

Mr. Goodman: There was also a stipulation, your Honor, that Xerox copies of the records of the various companies could be used in evidence.

Mr. Lambos: It was so stipulated.

The Court: All right.

Mr. Goodman: Would you please mark this for identification, petitioner's 4.

The Clerk: Marked Petitioner's 4 for identification.

(Petitioner's Exhibit 4 marked for identification.)

By Mr. Goodman:

Q. I show you Petitioner's 4 for identification and ask you are these the records of (*sic*) which you have produced for this proceeding? A. Do you have the voyage numbers that were subpoenaed, the 29-7?

(30) Q. Yes. 29-7. A. Yes.

41-13.

Q. 41-13. A. 41-13.

52-1. 44-9?

Q. Right, 44-9. A. 46-13.

Q. Right. A. And 55-5, right? 60-7.

Q. That's right. A. These are the documents.

(31) Q. Did you say that these represent a— A. These represent what was requested for (*sic*) in the subpoena. Right.

Q. Would you say that these documents represent a fair sampling—representative sampling of all of the business of Twin Express during the periods covered? A. Yes, I would say so.

Q. At this time, Mr. Semack, would you please take the various documents and while describing the movement of the containers relate the various documents to the movement of the containers from the time that they leave the Twin Express warehouse in Charles Street and land in Puerto Rico? A. A typical set of documents—at least, the one I have in front of me, which is a set of documents from the sailing, voyage, 29-7—consists of an ocean bill of lading—

Q. Is that the voyage of September 18th, 1970? A. The bill of lading is dated September 17. It probably would be on the ship on the 18th, if it was a Friday. Right.

Q. All right. A. The documents consist of an ocean bill of lading, a dock receipt, a stripping tally, an LTL stowage or a stripping tally and a Trailer Interchange Receipt (32) and inspection report.

Q. Now, would you take each document and trace the movement of the container from the time it leaves the Twin Express warehouse? A. If I might, they are not in the order that we actually process them.

Q. Then would you describe them? A. The first document that TTT would normally see is a dock receipt. When I say "TTT," it would be the first piece of paper that our operation normally receives. And what that is is a—it is headed "Dock Receipt." It has information such

as who the motor carrier is, the booking number, the shipper and the container number.

Q. Does it also have the seal number? A. Not yet. When we receive it it doesn't have the seal number. It could or could not. This particular one does not. The motor carrier normally brings the dock receipt with him and when the trailer is received an ILA man signs for the trailer, identifies the number, puts the number on the dock receipt, the date it is received, signs it and also records the seal number. It's a tamper-proof seal which closes the rear doors of the trailer.

In some instances there is a side door on the trailer. There is usually a seal number there. That is also checked and put on the dock receipt.

(33) Q. When you say "tamper-proof seal," what do you mean by that? If that seal is broken, could it be replaced? A. It can't be put back together so it would look like it wasn't tampered with. In order for it to be opened, it has to be broken. There is no way it can be massaged or put back together again. So anybody who is inspecting it would know that it is a complete seal.

(34) Q. Would you continue? A. If there are any exceptions make (*sic*), they are made on the dock receipt. Like if the seal is not on the trailer when it is received—it is sealed before we receive it. If there was seal missing on the side door, we seal the trailer before it goes in. After the checker does this it is signed by the receiving clerk in our receiving office. This document then, or a copy of it is given to the motor carrier. That is his evidence to the shipper that he delivered the trailer containing whatever is supposed to be in the trailer. In this case it was a load of LTL; FAK, as they describe it, freight of all kinds.

Once we get the dock receipt in the bill of lading department we wait to receive the bill of lading from the shipper.

We match the dock receipt with the bill of lading and we issue the bill of lading based on our knowledge that we have received that trailer.

The bill of lading is normally what we call a receive for shipment bill of lading. It says, "We have your cargo." We freight the bill of lading, whatever the tariff happens to call for. That is the shipper's evidence that he has given TTT a trailer.

In this bill of lading there normally is also recorded the trailer number and the seal number and it is freighted with whatever the freight charges happen to be. (35) And this —the copy that the shipper gets—can be a freight bill or contract copies he might need for his own in-house business.

Presumably, the ship sails with the trailer.

Q. Now, could you describe what the stripping tally is? A. The stripping tally—in the case of freight of all kinds from consolidators, the trailer is taken to the LTL warehouse where it is stripped and reloaded and resealed. They make a count of the cargo. If it doesn't indicate any count, we make the count. In this particular case it contained twenty-six pallets and it was resealed and sent to Puerto Rico.

Q. What is the final document? The trailer interchange report? A. That is a document upon which we discharge the trailers. We dispatch the trailers in Puerto Rico. It is a form made out by an ILA man as the trailer is leaving our premises. It contains the ship it came from, the bill of lading, the shipper, its destination, who's picking it up, the tractor license number, the trailer number, various things, and the seal number and it basically checks the condition of the trailer.

Q. Does he have a responsibility to physically check the seal number on the trailer? (36) A. Oh, absolutely. Absolutely.

Q. Why is that? A. We want to protect ourselves against deprivations. For example, we want to know that when the motor carrier took the trailer from us that it was in a condition in which we received it so that a shipper cannot come against TTT at some future time and say "Look, I got a trailer with a busted seal and you owe me this and you owe me that." That is the way we protect ourselves, basically, where if there is any claim that ever arises the source of the loss, if there is one, can be determined. We definitely check these trailers.

(37) Q. So these are the documents then? A. Right. This is the general set of documents that would cover a trailer of the type Twin Express ships.

Q. So that we don't burden the Court, let me show you a summary of all of the documents which were prepared prior to the hearing. Can I ask you whether you had an opportunity to compare the summary with all of the documents submitted and the summary? A. Summarized by voyage.

Mr. Goodman: Let me explain for the Court.

This is entitled "A Summary of Bills of Lading, Dock Receipts, Stripping Tallies and Trailer Interchange Reports" for the voyages, listing the seven voyages in question, and the summary shows the trailer number and the seal number on the bill of lading, the trailer number and the seal number on the dock receipt, the trailer number and the seal number on the stripping tally and the trailer number and the seal number on the Trailer Interchange Report.

Q. Is that what that reflects? A. Yes, it does.

Q. And did you have an opportunity personally to compare the summary to the documents? A. I looked at every one.

Q. Calling your attention to the first voyage, (38) would

you please note what the trailer number and seal number is on each document for each container? A. Our first trailer was Trailer No. 790610.

Q. And the seal number? A. Seal number was 23144. That same information appeared on the bill of lading and the dock receipt.

The Court: Who put that trailer number—who put that seal number on?

The Witness: That is put on normally by the shipper.

The Court: Or the consolidator?

The Witness: Or the consolidator.

The Court: Okay.

Q. The stripping tally indicates Trailer No. 790610. The same trailer? A. Same trailer.

Q. And the seal number? A. 22904.

Q. A different seal number? A. A different seal number.

Q. Would you read that—this is for the voyage of September 18, 1970, right? A. This is the PVL—the voyage 29-7. September 18th, right.

(39) Q. Would you give us the information for the next container on there, also? A. Yes. It is Trailer No. 790346. Seal No. 23145. That is on the bill of lading. Also on the dock receipt.

On the stripping tally it is 790346. Seal No. 27912.

Q. So that the trailer numbers are all the same; the seal numbers are the same on the bill of lading, the dock receipt and the trailer interchange report but different on the stripping tally; is that correct? A. I didn't get to the TIR, yet.

Q. I'm sorry. A. Let's see. The TIR in the case of 790610 has the same seal number on it as the bill of lading

and the dock receipt. The trailer 790346 has the same seal number on it as the bill of lading and the dock receipt. And the following trailer, which is 790451, has the same thing.

Q. So that the other two containers reflect that except there is no bill of lading for the last container but the dock receipt for the fourth and final container of Twin Express reflects the same information; is that it? A. The same information, right.

Q. The trailer number is the same on the dock receipts, stripping tally and TIR. The seal number is the (40) same on the dock receipt and the TIR in Puerto Rico but different on the stripping tally; is that correct? A. That's correct.

Q. All right. Now, would you look at the voyage of September 18th, 1971, 41-13 Ponce De Leon. Would you look down the summaries and tell us if that pertains—if the same situation pertains for that voyage? A. Yes, it does.

Q. There are some eleven or twelve containers. You are saying as to each container the trailer number is the same and the seal number is the same on the bill of lading, dock receipt and the TIR but different for the stripping tally; is that correct? A. Yes.

Q. Let's move on to the voyage of December 10th, 1971, of the Eric K. Holzer. There are approximately 18 containers, all Twin Express containers, on that voyage.

Would you please check that and see whether or not that pertains for each and every one of these containers? A. The same thing obtains.

Q. That the bill of lading— A. The bill of lading—

Q. —stock receipt— A. Same trailer number on the dock receipt. Same (41) trailer number on the stripping tally. Same number on the TIR. The bill of lading in each case has the same number as the TIR. In each case the stripping tally has the same number.

(42) Q. February 20, 1972, the Eric K. Holzer. There are approximately ten or eleven containers on that voyage. Would you tell the Court whether or not the same condition prevails for this voyage? A. Well, you are missing a few pieces here. Like you don't have a seal number on this particular trailer, 203940.

Q. Okay. A. On the TIR, that is.

Q. There is one of the containers that is different, right? And are there any other omissions or differences that you see? A. No. I don't see any.

Q. So that that is the voyage of February 20th, 1972? A. Wait a second. There is no seal number here.

Q. All right.

As to Trailer No. 790603 there are no seal numbers and as to Trailer No. 701301 there is no stripping tally; is that right? A. No stripping tally, right.

Q. Okay. Let's go to the voyage of July 28th, 1972, Eric K. Holzer.

There are three containers there. Would you please describe what that shows? (43) A. Well, there is no stripping tallies at all on any of them. The bill of lading and the dock receipt all indicate the same trailer number and seal number and the TIR in Puerto Rico would indicate the same trailer number and exactly the same seal number.

Q. Okay. Let's go forward to the voyage of November, 1972, Ponce de Leon.

I think you ought to relate the summary in more complete fashion. A. Well, you have the first bill of lading. The first trailer is 790401. It has a seal number on the bill of lading of 06693 and it has exactly the same seal number on the dock receipt and the same trailer number, obviously.

Now, on the stripping tally you have Trailer 790413.

Q. Same trailer? A. Same trailer. A different seal. Seal Number 39363. In Puerto Rico you have the same

trailer number, 790413, and the same seal as appears on the stripping tally, 39363.

Q. So that in this case the seal numbers are different both on the stripping tally and the TIR; is that correct? A. In other words, in all instances in this voyage, from what I can see, the stripping tally seal number (44) is the same as the TIR in Puerto Rico. The seal number—except here you got—well, I don't know. It might be a mistype. Whatever that means.

Q. Okay. Now, finally, the voyage of April, 1973. Would you describe that summary for us? A. In every instance on this summary the stripping tally indicates a different seal than either the bill of lading or the dock receipt and the TIR prepared in Puerto Rico indicates the same seal number as on the stripping tally.

Q. Was that changed? A. No change in trailer here.

Q. Here? A. I'm sorry. And also the trailer numbers were changed.

Mr. Goodman: Can I have this marked Petitioner's Number 5.

The Clerk: Marked P-5 for identification.

(P-5 marked for identification.)

Q. Now, Mr. Semack, you have testified for the voyages September 18th, '70, September 17th, 1971, December 10th, 1971 and February 20th, 1972, and July 28th, 1972, that in all cases where the Twin Express containers were involved, these are all of the Twin Express containers for these voyages, the trailer numbers were the same on the bill (45) of lading, dock receipt, stripping tally and TIR and the seal numbers were the same on the bill of lading, dock receipt and TIR, although different on the stripping tally; is that correct? Was that your testimony? A. That was my testimony.

Q. Based on your background and experience as an executive vice-president of TTT— A. Senior vice-president. Please, don't promote me today.

Q. Senior— A. Senior vice-president.

Q. What is your conclusion as to whether or not any of these containers were stripped or not? A. I would have to conclude that they (*sic*) trailers I saw here were not stripped.

Q. What do you base your conclusion on? A. The seal numbers were the same. I know the ILA in Puerto Rico which we employ checks the integrity of all the seals which they leave. There is no way that a trailer received with a seal kept here can be the same trailer with the same seal on it with the seal intact if it was stripped.

Q. Now, as to the voyage of November, 1972. You noted that the trailer numbers remained the same in the bill of lading, dock receipt and the stripping tally and (46) the TIR. A. Can I say something?

Q. Yes. A. Is this November?

Q. November, 1972. Right. And yet the seal—let me just finish.

And the seals were changed on the stripping tally and the TIRs. Can you explain that change? A. I think I can. We had always assumed, historically, particularly when we had total ILA shop, as far as all our labor is concerned, with a contract stevedore, that these activities were being policed by the contract stevedore or the ILA, themselves; particularly the stevedore.

As far as I can recall, our administration at the pier, as far as TTT personnel overseeing the actual cargo operation other than ship operation, was minimal. Maybe one, two men, at the most.

If I recall back in around October of '72 either the president of our company at the time, Mr. Carter, or Captain Szolkowski, was advised by McGrath, who had been advised by NYSA/ILA or maybe they might have been advised directly by NYSA/ILA that there were some alleged violations of the stripping rules taking place.

I know Szolkowski, who is our senior vice- (47) president of operations, started paying increasing attention to what was going on down there and making sure that this work was being performed which, obviously, had somehow been taken for granted.

We were paying for it. I know that. We have the facility for it.

(48) Mr. Goodman: At this time I'd like to offer Petitioner's Exhibit 4 and 5 into evidence, 4 being all of the documents and 5 the summary.

The Court: Has all that been reviewed?

Mr. Lambos: Yes, your Honor. We have no objection.

Mr. Gleason: We don't have a copy of the summary.

The Court: Can you give counsel a copy of the summary?

Mr. Goodman: I gave you—what? The copy of the summary?

Mr. Gleason: Yes.

Mr. Lambos: You have marked the summary as 4—5.

Mr. Goodman: 5.

Q. One further question, Mr. Semack, so that there is no misleading of the Court. Were there any of the documents that you examined that originated outside of the 50-mile radius that would not have been stripped in any case? A. I think I saw two bills of lading from C. S. Crane. Two or three bills of lading from C. S. Crane in Chicago. I know Twin Express is the agent in Puerto Rico. I guess the ones that we received came up as a Twin shipment, (49) whether it is delivered by Twin to us, but C. S. Crane was the actual shipper.

* * * * * *

(60) JOHN C. TATTERSALL, called as a witness in behalf of the Respondent ILA, being first duly sworn, testifies as follows:

* * * * * *

(61) Q. Mr. Tattersall, by whom are you presently employed? A. J. A. McCarthy, Incorporated.

Q. How long have you been employed by that concern? A. Since July, 1959.

Q. What type of business are they in? A. Steamship agents, stevedores and terminal operators in the Port of Philadelphia.

Q. How long have you been employed in the steamship industry? A. Since July 1935.

Q. And can you tell us what companies you worked for from 1935 up to the time you were employed by McCarthy? A. I started in July 1935 in New York with Pan Atlantic Steamship Corporation, a subsidiary at that time of Waterman Steamship Corporation and I worked with both those companies, either the parent company or its subsidiary, from then until July 30, 1959.

Q. Can you tell us what type of positions you held with Pan Atlantic Steamship Company? A. Various positions starting as a rate clerk in June, 19—July, 1935 and advancing into claims, purchasing, (62) secretary to the then-Vice President and finally in August, 1941 I became Manager of the Boston office of Pan Atlantic and then in 1948 I was transferred to Philadelphia as Manager of the parent company, Waterman Steamship Company, where I stayed until November, 1958 when I was transferred to Newark, New Jersey, to the Vice President of Industrial & Personnel Relations for the then-Pan Atlantic Steamship Company.

Q. Can you tell us what your duties were when you went to Port Newark for Pan Atlantic in 1938? A. Well, I was intimately involved with any activity concerning our rela-

tionship with the ILA, with the MM&P, Master Mates & Pilots, Seafarers International Union of America, Teamsters Union. In other words, any labor contracts which Pan Atlantic had either directly or through association such as the New York Shipping Association in New York was my responsibility.

Q. As such then would you say that you were familiar with the working conditions on the piers in the Port of New York? A. Insofar as Pan Atlantic is concerned, yes.

Q. Pan Atlantic, is that company still in existence? A. It's now known as Sea-Land Service, Inc.

Q. Did there come a time when Pan Atlantic went (63) into the full containerized business? A. After Malcolm McLean bought the company in early 1955 and subsequently bought Waterman Steamship Corporation later on in 1955, he developed the concept of the container ship as we know it with a container chassis being loaded onto the vessel—or container being loaded onto the vessel from a chassis sitting on the dock and in reverse in discharge from the vessel onto the chassis. And that concept came into being originally with two C-2 tankers which we had purchased and converted so they carried these containers on deck. This was in the coastwise trade only back in 1966.

Then later in 1956 four C-2 type vessels which had been converted were put into the coastwise trade and by 1957 or '58 they were going into the Puerto Rican trade.

Now, I'm a little confused as to the exact dates or time. But they were in both the coastwise and the Puerto Rican trades certainly by the summer of 1958. These are the converted C-2 type vessels.

Q. Did the Pan Atlantic have a special terminal in Port Newark for the receiving and delivery of cargo? A. Yes. We had a shed, I think it was called Shed 297, but I wouldn't want—I might be wrong on that, but it was a shed adjacent to the main office of Pan Atlantic at the foot of

Doremus Avenue or Doremus Street (64) right on the waterfront. The ship was right outside the door, you might say, across the apron. And this shed was confined exclusively to the receipt and delivery of LTL or LCL for the Puerto Rican trade. It was a strictly Puerto Rican shed, LTL.

(65) Q. Well, did Pan Atlantic go to any other—have any other operation to any other country or any other foreign port? A. Only the domestic coast-wise and the offshore domestic Puerto Rican trade.

Q. During that time in 1958 did Pan Atlantic give containers out to consolidators? A. I can't recall that we did.

Q. Well, can you explain to us the type of operation in particular that took place down at your pier facility in Port Newark? A. Since it was strictly an LTL pier—shed, rather, we received less than truckload or we took it right out of railroad cars, less than carloads and Pan Atlantic consolidated with its own ILA labor into its own Pan Atlantic containers which were backed against the waterside of the faciilty and loaded by the longshoremen into that container. This—they would be received from trucks coming into the shore side apron and consolidated within the terminal by destination areas like Ponce, San Juan, Miaquez or the type of cargo, dry, wet, flammable, dangerous and so on, and then the labor would load into the container for the Puerto Rican destination.

Q. Now, did they have freight coming from Puerto Rico to New York? (66) A. Yes. In reverse there was cargo unloaded from containers for subsequent delivery to trucks that would come to the pier to pick it up.

Mr. Schwarzbart: Objection. I don't think that it is clear as to just whose freight is being referred to by this question.

The Court: Suppose you clear that up, sir.

Q. What type of freight are you talking about that came from Puerto Rico— A. Less than container load freight.

Q. Did you ever hear of a company called Valencia Baxt? A. Yes.

Q. Can you tell us the way that they delivered freight from New York to Puerto Rico? A. Valencia Baxt would receive cargo to the best of my knowledge, in its own terminal, probably—and I wouldn't want to be held to this, I don't know where it was but it was not at the pier and they would then truck it to the Pan Atlantic LTL shed where we would unload the truck again sorting it by destination, area, Ponce, Miaguez, San Juan, and subsequently at our convenience load it into the Pan Atlantic container.

Q. Now, could you tell us whose truck that was? Was that Valencia Baxt's truck? (67) A. It wasn't a Pan Atlantic truck, let me—I don't know. It could have been Valencia Baxt or it could have been a contract truckman, I can't remember.

Q. Do you recall any other company that was in a similar type of business as Valencia Baxt? A. It seems to me there was an outfit called Porto Rico Express. That was spelled P-o-r-t-o Rico Express Company. And I think they were LTL consolidators also for Puerto Rico.

Q. Now, Mr. Tattersall, have you ever heard the words "stuffing and stripping"? A. Yes.

Q. When did you first hear those words? A. I would say about the mid '60's.

Q. Well, when—in 1958 when they talked about containers and putting LTL freight in or out, what did they—what terms did they use at that time? A. Loading and discharging containers.

Q. Can you tell us exactly or approximately when the first 35-foot containers were used by Pan Atlantic? A. I

was trying—I think that the 35-footer was used on the tankers, the T-2 tankers sometime in late 1955 or early 1956.

Q. That was in the coast-wise business? A. That was in the coast-wise trade.

(68) Q. Now, with reference to Puerto Rico, when did they first go into operation in Puerto Rico? Pan Atlantic. A. Yes. I think in either late '57 or early '58.

Q. Now, in 19—before they had the 35-foot containers did Pan Atlantic use any other type of containers? A. Well, in the pre-war days back in 1939 and 1940 Pan Atlantic had experimented with a wooden box which we used at Pier 45 and in which we assembled valuable less than carload freight and loaded into these boxes on the second deck, I remember, at Pier 45.

They were then hoisted into the ship by conventional gear and discharged at New Orleans and they were unloaded there at the pier at New Orleans and distributed in normal fashion to the customer.

(69) Q. Who loaded or unloaded these boxes? A. ILA pier labor.

Q. Do you recall whether or not there was any exceptions to the loading and unloading of containers at the piers by ILA personnel, LTL? A. No, no. I don't recall any. The prime purpose of this ship at Newark was to receive Puerto Rico LTL and handle all of Puerto Rican LTL was to be handled at that shed.

Q. How about household goods? A. Household goods, of course, have moved in vans, as they were called, for many years, in all trades, all over the world, but they were owned by the, as I recall, owned by the moving van company and were accepted by the steamship line and handled as a (*sic*) one unit.

Q. How about mail? A. I don't recall about mail, but I never saw it—I never saw it in containers, frankly, but it

probably did. We didn't handle mail in the Pan Atlantic trade.

* * * * * *

(74) Q. Is it your testimony then that the only two places where employees were employed were the repair center and at the LTL platform? A. In Newark, that's correct. Not only at the platform. Let me clarify that. There were employees in this yard who were receiving and delivering the loaded containers. They were ILA employees, clerks, checkers, and so on.

Q. Going back to this period, about what percentage of —how was your time distributed between the office work, meeting indoors—your various indoor responsibilities and your time spent at the repair center and again on the LTL platform? A. Strange enough, I spent very little time in the repair center, I have to admit. I didn't have very much interest in it. It ran itself. There is a very competent group. Because I was trained in the cargo end of the business, I had much more interest in our cargo activity.

Therefore, I would say that whenever I was in Newark I would probably be spending maybe a half to an hour and a half a day going over to the shed and seeing how things (75) worked. This was sort of a routine break for me.

Q. I see. So it ranged between an hour or an hour and a half a day during the six-month period you described? A. That's right. After all—

Q. You did not— A. Go ahead.

Q. Was cargo from Valencia Baxt there during your hour or hour and a half that you describe? A. I can't remember that. I don't know. I would have to—that would be just an assumption. I wouldn't want to answer that. I don't know.

Q. Now, as I understand your testimony, with respect to the cargo that you described in your testimony received from Valencia Baxt, this arrived by truck, either

from Valencia Baxt's own truck or from a contractor to Valencia Baxt? A. Yes.

Q. Is it not your testimony, Mr. Tattersall, that this cargo was delivered to the LTL platform that you described in break bulk form? A. Yes. That is the best way I can remember it. It came in break bulk form. That's correct.

Q. So the cargo that you particularly describe in your testimony did not come from Valencia Baxt in a container? (76) A. Not in a Pan Atlantic container. I can't believe there was any other containers at that time. It came in a normal truck.

(77) Q. And, conversely, is it your testimony with respect to northbound cargo that the same was true? A. Yes. If an LTL container came off the ship from Puerto Rico we would unload that container at that shed and made it available for delivery to whoever the customer might be, Valencia Baxt or who.

Q. Are you familiar with the term solid load container? A. I am today. I really wasn't then.

Q. In 1958 or '59, at the time of your testimony, were you familiar with the term then? A. It was a shipper's load or a consignee's load is about the phrase that was usually used.

Q. Mr. Tattersall, during the period in question your experience related strictly to Pan Atlantic? A. That's correct.

Q. And what you observed there? A. Yes.

Q. And it was your testimony that for at least for the portion of the Valencia Baxt shipped freight that you happened to see at random times during the hour or hour and a half that you were around the terminal, around the platform, that some of this Valencia Baxt freight was delivered in break bulk form for loading on board ship by the ILA? (78) A. For loading into containers to put on board.

Q. Yes, sir. And it was the option of the ILA instead

of putting on board a sling and hoisting onto the vessel, they put it on containers and put it on the vessel; is that correct? A. I wouldn't say it was the option of the ILA. That was the steamship company's way of operating the cargo, handling the cargo.

Q. But your testimony, though, does relate strictly to what you saw at Pan Atlantic? A. That's correct.

Q. So that if we were to provide testimony to the effect that Valencia Baxt had delivered solid load or containerized freight to some other company at that time, you would not have any direct information about that? A. That is correct, I would not.

Q. Now, Mr. Tattersall, you testified, I believe, that you were familiar with labor contracts with the ILA and work practices on the various piers; is that correct? A. That is correct. Not on the various piers. Remember the basic labor contract with the New York Shipping Association.

Q. I'm sorry. I would restrict that to various piers to where you had some responsibility. A. Right.

(79) Q. It was your testimony, further, that you had not heard the term stripping and stuffing until the mid-1960s? A. Yes, sir.

Q. Were you familiar with the memorandum of understanding of 1959 between the New York Shipping Association and the ILA? A. If it came after June the 30th, I would say no.

Q. I'm afraid I don't understand your answer, sir. A. I have to admit that I am not familiar with it. So I also would assume it must have come after June the 30th, 1959. After that time I had very little activity with labor.

Q. Where were you, sir, after June, 1959? A. I went to work in Philadelphia with J. A. McCarthy as the Sales Manager.

Mr. Schwarzbart: I have no further questions.

The Court: Anything further, gentlemen?

Mr. Lambos: Nothing, your Honor.
Mr. Gleason: Nothing, your Honor.
The Court: You may step down.
(John C. Tattersall excused.)
(Luncheon recess.)

* * * * * *

(86) Mr. Goodman: Yes. I think before we start that there is one more stipulation that I think the parties have agreed to and that refers to a question of fines that have been levied by the New York Shipping Association or CONASA-ILA Container Committee on TTT and Sea-Land for violations of the container rules.

It is my understanding that the parties will stipulate that as to TTT fines have been levied on TTT by the—excuse me. How would you designate that? The ILA Container—

Mr. Lambos: Liquidated damages. It would be by the NYSA/ILA.

Mr. Goodman: —Container Committee since May 2nd, 1972, for violations of the container rules specifically pertaining to Twin Express and that in addition there have been other fines levied on TTT for the violation of the container rules in relation to other consolidators.

As pertaining to Sea-Land, I think the parties will stipulate that fines have been levied on Sea-Land for violations of the container rules by NYSA/ILA container Committee for violations of the rules pertaining to other consolidators than Twin Express including—is it Winward Marine?—Winward Marine.

The Court: So stipulated, gentlemen?

* * * * * *

(87) Mr. Lambos: With the reservation that the word "fines" be changed to liquidated damages, which is the term used in the collective bargaining agreement.

The Court: Is that satisfactory?

Mr. Goodman: Yes.

The Court: All right.

Anything further?

Mr. Goodman: No.

(97) JOHN J. LONGO, sworn.

Direct Examination by Mr. Goodman:

Q. Now, where are you employed, Mr. Longo? A. Twin Express.

Q. How long have you been employed at Twin Express? A. Six years.

Q. What is your current job? A. Tractor-trailer driver.

Q. How long have you been a tractor-trailer driver? A. Almost three years.

Q. Do you know when you started as a tractor-trailer driver? A. In December, 1971.

Q. What are the duties of a tractor-trailer driver? (88) A. My duty is from the point of the warehouse to deliver to Port Newark and Pier 13 in Staten Island.

Q. In other words, the Sea-Land and TTT? A. Yes.

Q. And during that time did you deliver more to one shipping line than to another? A. Yes. Port Newark, Port Elizabeth, Sea-Land.

Q. Which shipping line? A. Sea-Land.

Q. During that period of time how often did you deliver to Sea-Land? A. Hundred per cent.

Q. How many days in a week? A. Six days, five days.

Q. How many times a day? A. Three times, four times.

Q. Would you describe for the Court prior to February, 1973, what your procedure was from the time that you picked up a container in the Twin Express warehouse until you delivered it at Sea-Land? A. Yes. First, the foreman would tell me which box to hook to, to take it Port Elizabeth—

Q. By box you mean container? A. Container. So he handled the bill of lading and a match—he handled the bill of lading to me and I (89) made sure that I checked the number of the trailer and the seal.

From there on I would drive it to Port Elizabeth, Port Newark, Sea-Land. From there on I was told to drive to a lane where it was empty. It would be Lane 1, 2, 3, so forth. So I get there. The checker come up to me. I would handle the bill of lading. So he was sure to check the number of the trailer and the seal, correspond to the bill of lading that was handed to him.

From there on he would send the papers to the dispatch and delivery clerk and to ask him where to drop the trailer or to pick up the empty container.

I got my papers back, my slip of paper. The computer would tell me drop it in Row 95; pick up the container in 55, whatever they said.

So from that point I would drive to a specific row and drop the container.

(90) Q. When you dropped the container, did anything happen at that point? A. Well, sir, so many times I see a guy come up in a panel truck with a Sea-Land insignia. Come up to the trailer, back the trailer and cut the seal and put the Sea-Land seal.

Q. When did this happen? A. A hundred percent. The times—

Q. How soon after you dropped the container did you see that happen? A. I would say five minutes, ten minutes.

Q. From the time that they took off the Twin Express seals and put on a Sea-Land seal, was the truck opened and stripped? A. No, sir, not to my knowledge.

Q. Do you know the difference in shape of the seals for Twin Express and Sea-Land? A. Yes, sir.

Q. Can you describe it? A. Sea-Land?

Q. Yes. A. Is a round ball at the end, mine was—I can say mine because mine was a red end. You can see it a mile away I would say, you know.

Q. Is the numbering any different on the seals? (91) A. Sure.

Q. Can you identify the— A. The Sea-Land seals?

Q. The seals by number? A. Oh, yes. Mine have maybe four digits and Sea-Land have maybe—they would start with 916 so forth. This is a big difference in numbering.

Q. When did you first notice—did you look at the numbers the first time you saw them— A. Yes. I was—it surprised me. I said, "How the hell they cut the seals?"

Q. What did you do? Did you check the seals? A. Yeah, I checked the seals. That's it.

Q. Did you see the same people doing it every day? A. Mostly every day, the same guys.

Q. Can you describe the truck that you say a panel truck they were driving? A. Yes, panel truck.

Q. And do you remember the color? A. Yes. It was black with a Sea-Land insignia, white, the same as Sea-Land.

Q. And were these the same people that came by every day? A. Mostly every day.

Q. Now, at Sea-Land did you ever follow the (92) movement of the container once you dropped it off? A. Well, yes, sir.

Q. What days were those? A. On sailing days, sir.

Q. And could you tell us what you saw on sailing day? A. Well, for example was Saturday was a time of the day when we're real busy, Saturday drop the container and then go and pick up the empty. On the way back you have to go through an inspection line, to stop to see how the container would be lifted on the truck and I see my container, my number, my container be lifted on the ship.

Q. So you are saying that you actually saw your container going onto the ship? A. Yes, sir.

(92) Q. Now, was this true on the days that there was no sailing? A. Well, the day was no sailing I don't know anything about it, I just drop it.

Q. Okay. Where did you go from there, once you dropped it? A. I go back and pick up an empty, an empty trailer.

Q. And then what did you do? A. Go through special line and I would get out, (93) they would hand me my receipt for my bill of lading.

(93) Q. Now, did you ever deliver to TTT? A. Yes, sir.

Q. Did you deliver as often as the Sea-Land? A. No, sir.

Q. When you delivered to TTT did you ever see them changing the seals at TTT? A. No, sir.

Q. Did you ever see them take the container right onto the ship? A. Which one, sir?

Q. Your container. A. Where, TTT?

Q. At TTT. A. Yes, sir.

Q. Could you describe how that happened, how that came about. A. Well, it's like on sailing days we—sometimes we have to run one, two times, three times and that time we see the container taken by ILA guys into the ship.

Q. Will you describe exactly what happened so the Court will understand. From the time you dropped it off at TTT. A. I drop it off and then the switch truck hooked to the container and drive it right to the ship.

(94) Q. And onto the ship? A. Yes, sir.

Q. In relation to my question about TTT, do you understand the question I asked before dealt with prior to 19—February 1973 at TTT? A. Oh, that was before.

Q. Now, what happened after February 1973? At both TTT and Sea-Land, if you know. A. Well, it was stripping, changing from one trailer to another.

Q. Did you ever see them changing the seals at Sea-Land after February 1973? A. No, sir.

Mr. Goodman: I have no further questions.

Excuse me, one further question. One more question.

By Mr. Goodman:

Q. When you first learned of the changing of the seals at Sea-Land, did you ever tell anyone about it at Twin Express? A. Yes, to Ernest.

Q. Who's Ernest? A. My boss.

Q. Okay. What did he say then? A. It was a rule that they had to be with Sea-Land (95) seal.

* * * * * *

(105) Q. Now, aside from your own container did you ever see them changing seals on other containers? A. Yes, sir.

Q. And would they do the same thing that they did on your container? A. Yes, sir.

* * * * * *

(109) Q. How long did it take them to change the seal? A. How long? Minute and a half.

Q. Would they merely cut the old seal? A. Cut the old seal.

Q. Put on the new seal and then leave? A. Yes, sir.

Q. And this was done, you say, every time that you were over there? A. Yes, sir.

Q. Did you ever miss seeing them at all? A. I go three times, four times. I see them.

Q. You would see them three or four times? A. Yes.

(110) Q. So that every time you went there they happened to come by at that time? A. That's right.

Q. Now, you saw him changing—you saw these people changing the seals on other trailers. Would the drivers of those other trailers be around there at the same time? A. I don't think so.

Q. But whenever you were there they happened to come at that particular moment; is that correct? A. That's correct.

Q. And that was always the case, time after time? A. I was always there, sir.

Q. And you would always drop the container and take a smoke? A. That's right, sir. You can do that.

Q. And you would stay? A. A few minutes.

Q. What is a few minutes? A. Two, three minutes, five minutes.

Q. And the truck every single time, Mr. Longo, came up with these two people in it when you were there? A. That's right, sir.

Q. Could you remember the first time that this incident occurred, Mr. Longo? (111) A. That I recall was December, '71 when I started to drive into Sea-Land.

Q. And from December, 1971 through March of 1973— A. More or less.

Q. —four or five—three or four times a day, five or six times a day, you always had the same incident? A. I didn't—

The Court: Read the question.

(Previous question read by the reporter.)

A. What incident?

Q. Let me rephrase the question. From December 1971 through March, 1973 on three to four occasions a day, on five to six days a week— A. Yes.

Q. —always without any exception when you would drop a full trailer these same two men would come by and change the seal? A. That's right, sir.

* * * * * *

(116) Q. You are. Did you ever tell Nestor about the changing of the seals? A. Yes.

Q. When was that? A. That was after '71, I'd say.

Q. What did he tell you? A. There was no more regular —the rules have to be a Sea-Land seal on.

* * * * * *

(116) Q. So both of them knew, Ernesto and Nester, that they were changing seals? You told both of them? A. Yes, sir.

* * * * * *

(117) ANIBAL PINERO, sworn.

YVONNE MINOR, the Interpreter, sworn.

Direct Examination by Mr. Goodman:

Q. Mr. Pinero, by whom are you employed? A. By Twin Express.

Q. How long have you been employed by them? A. Five year.

Q. What is your current job? A. Tractor driver.

Q. How long have you been employed as a tractor driver? A. From 1971.

Q. Until when? A. Up to now.

Q. 'Til now? A. 'Til now, yeah.

Q. Since that time in 1971, what steamship companies have you been delivering to? A. Twin Express.

Q. What steamship lines? A. Oh, to Sea-Land. Sea-Land and—in that time, Sea-Land.

* * * * * *

(118) Q. Have you delivered at all to TTT? A. Yeah.

Q. When was that? A. From 19—to TTT? Just to TTT?

Q. Are you delivering to TTT now? A. Yeah.

Q. How long have you been delivering to TTT? A. About six months ago.

Q. As to Sea-Land—I take it that most of your work was delivering to Sea-Land, right? A. Right.

Q. Going back to 1971, how many times a week were you delivering to Sea-Land? A. Three times a day, five day.

Q. Three times a day, five days a week? A. Sometimes Saturday.

Q. Would you describe for us what you did when you took the container from the Twin Express warehouse to Sea-Land? A. I take container from the warehouse from Twin Express. My foreman give me the paper. He put the seal on the back, the two seals. I then deliver to Sea-Land and then I wait in the line outside, you know, in the gate. They appoint—I put the container on the scale and then I give the bill of lading to the checker and then I wait about (119) five minutes or three minutes. They give me a paper back. He told me where I going to put the container. He give me a number, you know. Put in the back, in the yard.

(119) Q. Then what happened? A. When I put in the yard I saw—you know, back in the yard. I saw two guys come in.

Q. Which two guys? A. Two guys working Sea-Land.

Q. How did they come over there? A. By the panel truck.

Q. What did you see them do? A. When they break a seal in the back with a pair of scissors, then they put another two seals.

Q. Where were you when they were doing this? A. Well,

sometime I was sitting in my tractor. Sometimes I was outside the tractor, you know, on the box.

Q. Could you see them break the seals? A. Yes.

Q. How often did you see them come? A. Every time I go over there.

Q. Every time? Did you know who these men were? Did you know these men? A. No, I don't know.

(120) Q. Were they the same men every day? A. Right.

Q. Then after you dropped off the container and saw them break the seals, what did you do then? A. I went to pick up the empty one and then I make a line—to the inspection line.

Q. After February, 1973, did you ever see them change the seals at Sea-Land? A. After February?

Q. After February, 1973, when the stripping began, did you see them change the seals at Sea-Land? A. Yeah. After February, 1973.

Q. After the stripping began did you see them change the seals? A. Yeah.

Q. You saw them change the seals? A. Right.

Q. When? What happened in February, 1973? A. February, 1973?

Q. Yes. A. They start to give the empty container.

Q. They stopped giving you the containers? A. Yes.

Q. Before they stopped giving you the containers was there a period of time when they were just stripping the (121) trailers? A. Right.

Q. During that time did you see them changing the seals? A. Right.

Q. You saw them changing the seals during that time? A. Right.

Q. Did you ever see the Twin Express containers stripped when you were at Sea-Land? A. No.

Q. At any time? A. No.

* * * * * *

(123) Q. My last question, Mr. Pinero, was whether you knew the shed or platform at Sea-Land where containers are stuffed and stripped? A. Yeah. Got a big platform over there.

Q. And this big platform has space for many, many containers, does it not? A. Not too many.

Q. Forty, fifty? A. About.

Q. Now, have you ever driven a container to this platform? A. Never.

Q. Is it not the rule that you just take your container to a space assigned to you in the Sea-Land compound? A. When they give me the number where I put the container then I back in the container in that number.

Q. You leave the container there? A. I leave it there.

Q. You don't know what happens to that container after you leave, do you, Mr. Pinero? A. After I leave? Well, sometime I see that when they break the seals, the same container put in the yard somebody come and with a pair of scissors and then break the seals.

(124) Q. Were these always the same two fellows? A. Right.

Q. And could you tell me what the driver of the truck looked like? A. Panel truck with sometime with a black truck with a sign on the door, Sea-Land sign, sometimes coming in a white truck with a sign on the door.

Q. So there were two trucks, a black truck and a white truck? A. Sometime they come in different truck.

* * * * * *

(130) Q. When you went into business did you know many of the shippers who would normally ship from New York to Puerto Rico? A. I do not understand what you mean.

Q. In order to have a business of this kind you need customers, do you not? A. Yes, that's correct.

Q. How did you go about getting those customers in the beginning? A. Because of the relationship I had with different businessmen in Puerto Rico.

Q. And did you approach each of these people and tell them about the new business you were in? A. Yes, sir.

Q. And did you tell them how they could save time and effort by coming to you rather than by going to a steamship carrier? A. Effectively I explained to them the facility I had.

Q. Did many of these people give you all of their business, Mr. Sanjurjo? A. At first they gave me part of it and later on they gave me all of it.

Q. Now, who performed that part which you did not perform? (131) A. I do not understand what do you mean the "part" I did not perform.

Q. Well, you testified, sir, that in the beginning they only gave you part of their work. A. Because they were trying me to see if I could render that service. This is a service.

Q. And you had told them that this was a service that you could perform better for them than the steamship carriers could perform, was that correct, sir? A. I explained to them that the service I was offering was more personal than the steamship company.

Q. Did you also point out that instead of sending the goods to the pier they could send the goods to your facility? A. I explained to them that they could send the merchandise to my facility for the service I could render to them.

Q. Mr. Sanjurjo, in the beginning you had a facility in Brooklyn, did you not? A. Yes, sir.

Q. Now, this was a facility that was rented from some other person? A. We had a verbal agreement with the company Eddie Thal by which they would receive the merchandise, lift the trailers and take them to be shipped.

(132) Q. Would Eddie Thal actually stuff the container with the merchandise in Brooklyn for you? A. Yes, sir.

Q. And would he charge you by the container? A. Yes, sir.

Q. Do you remember the address of the facility that

you then moved to in 1968 in Secaucus, New Jersey? A. The number in English I know nothing.

> Mr. Lambos: Your Honor, may I indicate the interpreter stated that he knew that the facility was at Paterson Plank Road but he did not know the address, the number.

A. That's correct. I do not remember the number at the present moment.

Q. How long were you at Paterson Plank Road? A. Approximately one year.

Q. Did you have a lease agreement at the Paterson Plank Road facility? A. No, we had a contract by the pounds of the trailers lifted.

Q. That was the facility then of Florida-Texas Freight and it was not your facility, was it, Mr. Sanjurjo? A. It was the same one, it was joint.

Q. Have you used this facility since 1969? A. I used part of it. Part in Florida-Texas and part in New York.

* * * * * *

> (138) Mr. Schwarzbart: Petitioner's Exhibit 11-H is the financial statement for the first nine months of 1973 on an accrual basis. As I noted, the first month was kept on an accrual basis at the insistence of the Federal Maritime Commission. Those documents—the financial reports are generally, as you can see from the earlier ones, prepared on an annual basis and this was only for the first nine months. The remaining months of 1973 represent, basically, a projection prepared at the request of Mr. Brown so they could be available for this proceeding.
>
> The books are still kept on a cash basis, at least the internal documents of the company, and, accord-

ingly, we also in Petitioner's 11-G have 1973 on a cash basis.

The Court: Let me see that, please; 11-G.

(Exhibit handed to the Court.)

The Court: All right.

Mr. Schwarzbart: So that the Court might have some contrast between the situation as it obtained on an accrual basis in 1973 and on the basis of the same type of accounting method we requested Twin Express' comptroller, working with the office of the Certified Public Accountant in San Juan, to prepare 1972 or a report for 1972 on an accrual basis as well. This is represented by Petitioner's Exhibit 11-F.

* * * * * *

Twin Transcript, Volume II, dated February 6, 1974.

(146) NESTOR SANJURJO, having been previously duly sworn, resumed the stand and testified further as follows:

* * * * * *

(157) Q. Do you remember whether Mr. Ernesto stated anywhere in that testimony that he had been told by the truck drivers that they had seen seals being changed at the Sea-Land facility, as was testified to by the two truck drivers yesterday?

The Interpreter: Would you read that question, please.

The Court: Read the question.

(Question read.)

A. Yes, sir. We all knew the seals were changed.

(159) Q. Mr. Sanjurjo, in your testimony you speak about the union rule requiring the stuffing and stripping of containers with LTL or Consolidated Cargo.

The Interpreter: I need the end of the question.

(Question read.)

Q. When did you first learn of this rule? A. For the first time at the end of the year 1968.

* * * * * *

(161) Q. In addition to Miami, Mr. Sanjurjo, at the present time Twin Express has operations in Jacksonville and in Charleston? A. Yes, sir.

Q. What percentage of your business moves through the Port of New York? A. In your question do you mean how much arrives or how much leaves from this port?

Q. I am talking about the total business of Twin Express on a dollar volume basis. A. Between 60 and 70 per cent.

Q. So that in your affidavit when you state that 95 per cent of your business is southbound, moving from New York to Puerto Rico, you refer only to the New York business? A. Only to the New York business.

Q. Have your containers been stripped or stuffed in the Port of Charleston?

Mr. Schwarzbart: During which period?

The Court: Let's have it first at any time. At any time.

Q. I'm referring to at any time.

The Court: At any time.

A. Only in one occasion. Two trailers were stripped and stuffed. That's all.

Q. Could you give us the approximate date of that (162) occurrence? A. I do not remember.

Q. Was it more than one year ago? A. No, because I do not manage directly the operations in Miami, Charleston or Jacksonville. I went to visit—I visited them frequently but I do not manage them.

Q. You have no recollection as to whether it might have been more than six months ago, Mr. Sanjurjo? A. I think it was over six months ago. I think it was further along ago.

Mr. Schwarzbart: I'm sorry. I didn't hear the end of the answer.

A. I think it was before that.

Q. Would it refresh your recollection if I were to remind you that your son, Ernesto, had testified that containers had been stuffed by the ILA and stuffed and stripped in Charleston in his testimony of June 25th, 1973?

Mr. Goodman: What page?

A. I recall only that in Charleston two trailers—only two trailers had been stripped and stuffed. I could not say when.

Q. Did the company file a charge with the National Labor Relations Board as a result of that incident? A. No, sir.

Mr. Lambos: I have no further questions.

(163) Cross Examination by Mr. Miller:

Q. Mr. Sanjurjo, when you went into business did you get any help from any of the steamship companies that were operating to Puerto Rico? A. What do you mean in your question when you say "help?"

Q. Did you get any help in advertising or publicity from any of the steamship companies? A. No, sir.

Q. Did you get any lists of customers from any of the companies? A. No, sir.

Q. You mean that all the business you picked up were people or companies that you had personally known prior to going into business in New York? A. For most of them, yes, sir.

* * * * * *

(164) Q. Mr. Sanjurjo, the people you solicited business from were shipping merchandise to Puerto Rico. They sent it to Sea-Land and not through—

The Court: Wait just a minute. Try to break it down.

Q. When you solicit your customers, what inducements did you give them to have them ship through Twin Express? A. What I was offering to them was a service that would be a personal one, a prompt one and with all the attention that a client deserves.

Q. This personal attention was in contrast to the attention he would have gotten or the customer would have (165) gotten from the steamship company; is that correct? A. I, myself, never spoke about any steamship company or about any company that would have been competing against mine.

The Court: He followed an age-old doctrine; don't knock the competitor.

Q. Did you offer them a better rate in the method that they were operating under with an PAK rate? A. Read that again, please?

(Question read.)

The Interpreter: Your Honor, if I translate will he know what is PAK rate?

Mr. Miller: Yes.

A. I do not understand your question. What do you refer to? Do you mean in money or in what manner?

Q. In money. Money. A. No, sir.

Q. Were your rates the same as the steamship company's rates? A. That's correct.

Q. You charged the customer exactly what the steamship company charged; is that correct? A. Yes, sir.

* * * * * *

(178) Q. Mr. Sanjurjo, in your testimony by affidavit you state prior to February, 1973, when no stripping occured claims for loss of freight or damage to freight were virtually non-existent. A. Before 1973 I had very few claims made to the transportation company for loss of merchandise.

(179) Mr. Schwarzbart: May I object, your Honor, in the interest of clarification. We refer—

is the question alleged to generalize claims that were filed with Twin Express or are these claims that Twin Express in the course of its judgment based upon its business judgment felt should be forwarded to TTT or Sea-Land?

Mr. Miller: The question relates to generally claims that the company has received from their customers.

Mr. Schwarzbart: Okay.

Mr. Miller: What Twin Express does with them is their business, but generally we're asking about claims that this company had.

The Court: All claims?

Mr. Miller: All claims.

The Court: Put it in those terms, make it clear. Then there can be no doubt.

By Mr. Miller:

Q. Mr. Sanjurjo, did your company have many claims prior to the stripping and stuffing that you claim started in 1972? A. Not many, referring to the business itself, concerning the business itself.

I am talking only about the New York facility.

Q. Mr. Sanjurjo, I show you this exhibit marked RC-1 which was furnished by your company. Would you please (180) take a look at it and see if you want to change your answer after seeing all the claims marked in red which are claims that were filed for New York prior to 1973. A. They were sent to New York?

Q. They were claims for losses sent to New York, yes.

* * * * * *

The Court: Tell him this: part of your position is that after February 1973 when Sea-Land and TTT (181) started to strip and stuff on a broad

scale you suddenly started getting many more claims from your customers which you contend were caused by the stripping and stuffing, is that correct?

A. Yes, your Honor.

The Court: Now, prior to February, 1973, and irrespective of the nature of the claims, did you receive numerous claims from your customers?

A. I would like, your Honor, to forgive me but would you please repeat the question.

The Court: All right. Let me put it in different terms.

Before February 1973 did you get claims from customers? And I now am not talking about claims which you would say were due only to stuffing and stripping.

A. With receiving the complaints or the claims which are a natural consequence of such a business.

The Court: That's what I mean. You did get such claims which are a natural consequence of the business, did you not?

A. Is natural to the business.

The Court: All right. Now, after February 1973 what happened regarding claims of customers that makes you think such claims were due to stripping and stuffing?

A. After the stripping started there were so many (182) claims on all the shipments on all the containers that they

are by many thousands. The reason we cannot present all of them is that we cannot possess them until the customers send them to us and some were late in sending those claims. But they were by several thousands.

Mr. Miller: Your Honor, I'm going to move—

The Court: In other words, you're saying after February 1973 the number of claims increased?

A. Tremendously. I would say one thousand percent.

* * * * * *

(183) Q. I don't understand when you say "many were returned but others were not." Can you explain that? A. The claims submitted to the steamship company, (184) most of them from TTT, because from Sea-Land we had very few. They were submitted to them and some of them were returned but others not.

Q. You said from Sea-Land you had very few? A. Yes, sir, because at Sea-Land they stripped the sizes between 35 feet and 45 feet, that's why they were very few.

Q. What do you mean by "very few," Mr. Sanjurjo? A. That by Sea-Land only very few times, maybe two or twice or three times there was a shortage in the merchandise. I am talking about the year 1973.

Q. And how many shortages would you say you had from TTT in 1973? A. In all the trailers that TTT was stripping there was overflow and there was loss of merchandise.

Q. Do you have any idea how many? A. What do you mean with your question?

Q. How many losses did you have with TTT?

Mr. Schwarzbart: Objection. The documents speak for themselves.

Mr. Miller: They don't speak for themselves because he's testified differently than the documents.

The Court: Ask if he's in a position—I'll overrule the objection.

A. Every time there was an overflow there was (185) all the time loss of merchandise.

Q. Mr. Sanjurjo, you answered a question by the Judge earlier that losses and damages was part of doing business or something to that effect, is that correct? A. Well, by comparison I meant they were in a small scale, it can be caused by different circumstances, for example, if a driver drops it or other circumstances. But at a small scale.

(186) Q. Did you have claims or losses before 1973?

Mr. Schwarzbart: Objection. The witness answered that question.

The Court: Overruled.

A. Very few for loss.

Q. What would most of the claims be for that you had prior to 1973? A. They were claims about, like, quantity, showing, for example, that a dozen was missing and they may have been due many times to the fact that we were shipping foreign merchandise from Japan and we may have received it so.

Q. In other words, there were many cases where you had shortages before 1973, for whatever reason; is that correct? A. Very few times.

Q. Mr. Sanjurjo, I ask you to look at these claims, if you'll start from the back. They are all prior to 1973. A. That's a fact. Many times those claims were about merchandise that was wet because of defect in the materials. Many of those claims relate to 1971, when there was the strike, and when we were shipping towards Miami and Jacksonville.

Q. Excuse me. Please look at the ones with the red "NY" next to it. Those are all New York claims. A.

That's correct. It was merchandise shipped (187) from New York. It belonged to New York.

Q. And do you claim all of these claims were because the merchandise got wet?

The Interpreter: He did not say all. Will you repeat—

Q. Most. A. I would say part of those, yes, because those trailers were for 60, 70 and up to 80 days paralyzed between Jacksonville and Miami.

Q. I'm not asking you any questions about trailers going between Jacksonville and Miami. I'm asking you about shipments.

Mr. Schwarzbart: I have to object to the question, again, your Honor, because the witness testified very clearly that goods which were sent from New York were because of a strike to which he referred relayed to other ports. And to prevent the witness from answering this question would be to take his entire testimony out of context. I believe the witness testified that—

The Court: I think you can put the question and we will deal with that.

Q. Mr. Sanjurjo, you have here three years of claims, '72, '71, going back to 1970. Do you mean to say all or most of these claims arose because of a strike?

Mr. Schwarzbart: Objection, your Honor, (188) before the witness answers the question. I would like to note that the witness' testimony related to a strike of a specific duration and that it would not—and by its very nature could not relate to a period greater than the period of the strike.

(189) The Court: The witness can say. What's the answer?

A. No, sir.

Q. Mr. Sanjurjo, there was no strike at all in 1972, was there? A. No, sir.

Q. Well, would you look at the claims for 1972 which have the red "NY" next to it and tell us what the nature of the claims were? A. Part of those are a consequence of the strike of 1971 because many of them were processed much later, very slowly.

Now, even though I would say that if you compare with the number of trailers being shipped, something like 3,500 —over 3,000, if not 3,500, the quantity of claims was very small.

Q. Did you have losses—claims for losses of merchandise during the three years prior to 1973? A. For loss, no, very little. Maybe something like a package, a box was lost, but very little.

Q. Mr. Sanjurjo, I show you here a claim, $1,573, in 1971.

Mr. Brown: What is that figure?
Mr. Miller: 1,573 and change.

Q. Do you know what that claim was all about? (190) A. I do not remember.

Q. Mr. Sanjurjo, I show you the last column. That shows that the claim was paid; is that correct? A. Yes, sir, but I do not remember it.

Q. Mr. Sanjurjo, that is a substantial claim, is it not, fifteen hundred some-odd dollars? A. Yes.

Q. Do you get many of those type claims? A. Some. Very few.

Q. Have you had such a claim since 1973 that you know of? A. Yes, of course.

Q. You have? A. Yes, sir. At the office, yes.

Q. When did you get this claim?

Mr. Sanjurjo, those records show claims up to January 29th, 1974. That is last week. A. Yes, sir.

Q. And that claim is not in this record. A. Well, there are also some large—there is one here for 600, another one here for 964, another one for 731, another for 609, 630, another one for 1,473.63 and another one for 1,979. No cents.

Q. That claim was not paid, was it? A. No.

(191) Q. Who was that claim against? A. Against TTT.

(192) Q. Now, Twin Express has paid most of these claims, have they not? A. We have many pending, we have paid what we were able to pay.

Q. And before 1973 Twin Express paid claims too, didn't they? A. We paid those we had to pay, those we were responsible to pay.

Q. And what would make Twin Express responsible to pay? A. If the claims was correct.

Q. For a loss? A. I don't know. Or wet merchandise.

Q. Mr. Sanjurjo, how many times did you have claims for wet merchandise? A. Many times.

Q. How many times? Roughly? Approximate?

Mr. Schwarzbart: Objection. I think the witness is being asked to guess. It's highly speculative.

The Court: No, I'll overrule the objection.

A. Who could remember how many on six thousand trailers? But ever since my business started but many of them were for wet merchandise.

From the Port of New York.

Q. If you have a wet merchandise claim can't you (193) make that claim against the carrier? A. Yes, they had been submitted to the carrier.

Q. How many claims did you submit to the carrier for wet merchandise before 1973? A. I do not remember.

Q. Can you tell from your own records? A. No, I cannot indicate from these documents what was wet merchandise. This is the record, it does not show what was the reason for the claim.

Mr. Goodman: Your Honor—

The Court: Yes.

Mr. Goodman: I believe the records relating to those for TTT and for Sea-Land will reflect it more clearly than anything the witness could testify to.

The Court: All right.

Q. Mr. Sanjurjo, you looked at one claim before and you said that was against TTT by looking at the page, is that correct? A. Yes, sir.

Q. Then can't you look at the pages and tell us which claims before 1973 were against TTT or Sea-Land? A. Forgive me for a moment, let me look for the claim.

* * * * * *

(195) Q. About how many claims did you make to Sea-Land and TTT prior to 1973? A. Very few.

Q. So, therefore, you didn't have very many water damage claims prior to 1973. Is that correct? A. By TTT and Sea-Land very few were wet.

Q. Okay.

* * * * * *

(203) Q. Mr. Sanjurjo, in your earlier testimony you stated that claims that were submitted after February, 1973, to TTT and Sea-Land related mostly to stripping and stuffing and those claims which were filed before February, 1973, came from reasons other than stripping.

Do you recall that? A. Yes.

Q. Could you tell the Court why you stated that, please?

A. I indicated that for different reasons, for several reasons.

Before last year the trailers were never stripped, it was also to save time because this way the trailers never missed the shipment.

Mr. Schwarzbart: I'm afraid, your Honor, that the witness did not understand the question.

The Court: Put the question again.

Q. Mr. Sanjurjo, before you said that claims filed by Twin Express with TTT and Sea-Land related mostly to stripping—after February, 1973, related mostly to (204) stripping and stuffing.

Do you recall that, sir? A. Yes, sir.

Q. Why did you say that, sir? A. Because all the trailers that arrived at the platform of San Juan, they were all stripped and they all had overflow and the loss of merchandise.

Q. I see.

Now, you testified that there was a loss of merchandise. A. Yes, sir.

Q. And is it your testimony that this loss of merchandise was greater after February, 1973, than it was before? A. Yes, yes, sir.

Q. With regard to goods that were damaged in shipment after February, 1973, did you file claims concerning goods damaged in shipment? A. I did not understand the question very well.

Q. After February 1973, did Twin Express file claims with Sea-Land and TTT with respect to goods which were damaged in shipment? A. Yes, sir.

Q. Were there more cargo—strike that.

Were claims for damaged goods greater before (205) or after February, 1973? A. After February 1973.

* * * * * *

(211) Q. Now, I believe in your affidavit, the written testimony, you stated that in late March, 1973, Sea-Land stopped furnishing you with trailers. A. Yes, sir.

Q. And after that did you stop doing business with Sea-Land?

Mr. Lambos: Your Honor, I object on the ground that it is improper redirect.

The Court: I'll overrule it.

A. Yes, sir.

(212) Q. But after March, 1973, have you done business with TTT? A. Yes, sir.

Q. In what way?. What has TTT done for you?

The Interpreter: Your Honor, may I ask Mr. Sanjurjo to repeat his answer?

The Court: Sure.

A. I mean that TTT gave us trailers that were not in the contract. We rented them and it is how we can go on operating.

Q. So is it your testimony then that TTT carried these rented trailers for you from the Port of New York to Puerto Rico? A. Yes, sir.

Q. And have they been doing that to the present time? A. At the present we only nave foreign trailers.

Q. That's correct. Who carries them across the water? A. TTT.

* * * * * *

(234) Mr. Gleason: Well, your Honor, I think that one of the things we would like to point out is the fact that of course we do have a labor dispute with the members of the New York Shipping Association. It is our contention that certainly there was violation of the contract from the letters sent by the

International and in some way we had—where we had to stop these violations.

I think the testimony here definitely shows that there were phony tally sheets attached to the bill of ladings. I think there were ways of getting around and preventing it and yet when the ILA looked at these they were always presented saying that they were stripped.

Now, we feel that there was a conspiracy here on the part of certain people in the steamship companies with the consolidators. And what's going to happen here—and, of course, this all took place at a period when there was plenty of work and there was only one company in business, (235) Pan-Atlantic. But when that panic button was pushed and then they had the other companies, three Ts, coming into business in the late '60s and then we had the Seatrain going into the business in the late '60s, the fact was that we saw the decline in work. We saw that we were losing hours into the funds. The rates in New York had to go up where they are non competitive now. We certainly see a bankrupt. The big problem we have and we are really concerned about it—we have never, never, ever gone to any consolidator and said that we want to do the work off the piers. It has always been bring the work down to the piers. We have never talked to any of them.

Now, as far as we are concerned, we believe—we definitely believe that we have a primary dispute here. And if there is an injunction in this case we must have other consolidators coming in because there are many, many consolidators that have come into business since 1968 or around 1968. That is why we had the list which I think they put in. So this is not going to stop here. There will be another case and another case and another case.

* * * * * *

Miscellaneous Documents Filed Part of Record.

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HENRY WEISS
ROBERT S. SAVELSON

May 14, 1975

National Labor Relations Board
1717 Pennsylvania Avenue, N.W.
Washington, D.C. 20570

Re: International Longshoremen's Association (Consolidated Express; Twin Express)
Case Nos.: 22 CC 541, 554; 22 CE 19, 20

Gentlemen:

This letter is written in behalf of Local 707, IBT, the collective bargaining representative of employees of Twin Express, Inc.

Request is hereby made that this letter be considered by the Board in the above case in connection with a footnoted statement on page 21 of the brief submitted to the

Board by Respondent ILA in support of the Administrative Law Judge's decision.

The footnote states:

> "Interestingly enough, Local 707 has not taken the duplicitous posture of its sister Local 807. It continues to abide by the historical understandings between IBT and ILA".

The implication that Local 707 does not support the position of Local 807 is incorrect. To the extent that historical understandings between the Teamsters and the ILA may be relevant, it is the position of Local 707 that such understandings support the performance of the work in question by Teamsters, and Local 707 supports the position of Local 807 in these cases.

Very truly yours,

/s/ Bruce H. Simon
Bruce H. Simon

BHS/rd

cc: David E. Hughes, Esq.
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Miscellaneous Documents Not Part of Record.

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Miscellaneous Documents Not Part of Record.

FEDERAL MARITIME BOARD

No. 701

BERNHARD ULMANN CO., INC.

v.

PORTO RICAN EXPRESS COMPANY

Submitted November 23, 1951. Decided February 11, 1952

Respondent found to be a common carrier by water, within the meaning of section 1, as amended, of the Shipping Act, 1916, in its operations between New York and Puerto Rico, and directed to file with the Board its rates, charges, classifications, rules, and regulations in accordance with section 2 of the Intercoastal Shipping Act, 1933.

The limitation of liability clause in respondent's contract of carriage found to be unreasonable in certain respects. Respondent directed to redraft its contract of carriage in acordance with the findings herein.

Wilson E. Tipple and *Ross W. Strait* for complainant.
Frank L. Ippolito and *Jules Steinbrenner* for respondent.
Benjamin L. Tell for Albert Ullman Marine Office, Inc., *James M. Hughes* and *Alfred Ogden* for Manhattan Shirt Company and Loomerica, Inc., and *Ignatz Reiner* for I. Shalmon & Company, Inc., interveners.

REPORT OF THE BOARD

BY THE BOARD:

The complaint in this case, filed August 4, 1950, alleges that complainant is a shipper of goods by water between

New York and Puerto Rico, and that respondent is a common carrier by water between the same points within the purview of the Shipping Act, 1916 (herein called the "Shipping Act") and the Intercoastal Shipping Act, 1933 (herein called the "Intercoastal Act"), and that it issues through bills of lading and furnishes motor vehicle pick-up and delivery service in New York City and Puerto Rico in connection therewith. Complainant charges that respondent has failed to file schedules of rates as required by the two Acts and that respondent's receipt or bill of lading contains limitation of liability provisions which are unjust, unreasonable, and discriminatory in violation of sections 16, 17, and 18 of the Shipping Act. The complaint further alleges that even if respondent is not a "common carrier by water in interstate commerce" within the definitions of the Shipping Act, it is an "other person subject to this Act" within the definitions, and that the provisions of respondent's bill of lading or receipt are unreasonable, unjust, and discriminatory in violation of sections 16 and 17 of the Shipping Act. Respondent, in its answer, denies that it is a common carrier by water and denies that it is engaged in the transportation of merchandise across the ocean or that it has any common control, management, or arrangement for continuous carriage of goods with any ocean carrier. Respondent denies that it comes within the purview of the shipping acts.

The examiner has recommended that the complaint should be dismissed, finding (1) that respondent is not a "common carrier by water in interstate commerce" and is, therefore, not required to file its tariffs, rates, and charges under section 2 of the Intercoastal Act, and (2) that respondent is an "other person" as defined in section 1 of the Shipping Act, and (3) that the clauses in respondent's receipt or bill of lading are not unreasonable or otherwise in violation of the Shipping Act. Exceptions were filed to

the examiner's recommended decision by complainant, but oral argument was not requested. We disagree with the examiner's conclusions.

The evidence shows that respondent is a New York corporation engaged since 1906 in the business of transporting goods for the general public for hire both ways between New York and Puerto Rico. Respondent also operates as a freight forwarder in the foreign trade, but the inquiry in this case is limited to respondent's New York-Puerto Rico service.

Respondent solicits and advertises its business both in New York and Puerto Rico offering "through store-door service" between New York and Puerto Rico and "rail and truck service through Puerto Rico." Respondent has offices in New York City and at several points in Puerto Rico. Respondent's witness testified that respondent had no affiliation with any ocean carrier. Respondent operates truck, pick-up, and delivery service in both New York and Puerto Rico. It uses regular ocean carriers between New York and Puerto Rico, but also uses the railroads in Puerto Rico. Respondent assumes complete responsibility for the safe transportation and delivery of goods entrusted to it from the time of receipt from the shipper until arrival at ultimate destination. It does not deny that it is a common carrier so far as shippers are concerned, but denies, as above stated, that it is a "common carrier by water in interstate commerce" as defined by section 1 of the Shipping Act so as to bring itself within the regulatory requirements of both Acts.

Shippers ordinarily telephone respondent's office in either New York or Puerto Rico for the pick-up. The shipment is called for by respondent's truck, accompanied by respondent's "wagon man" who examines the packages on the shipper's premises, inquires as to their value and whether the shipper wants insurance, and then fills in a

set of shipping papers. The top sheet, signed by respondent's "wagon man," is delivered to the shipper and constitutes the contract of carriage. Some large shipments are carried directly from the shipper's premises to the pier of the ocean carrier, but generally shipments go to respondent's warehouse where they are unloaded, weighed, measured, and marked. At the warehouse the shipments are loaded into special containers furnished by the ocean carrier and thereafter delivery is made to the pier of the ocean carrier, which maintains weekly sailings to Puerto Rico. The ocean carrier issues to respondent an ocean bill of lading incorporating the Carriage of Goods by Sea Act upon which respondent appears as both consignor and consignee. Respondent pays the same ocean rate which the carrier charges to other shippers, and respondent testified that there was no understanding or agreement between respondent and the ocean carrier for through arrangement. Respondent's shipper has no contractual relations with the ocean carrier. Respondent's freight bill to the shipper shows total transportation charges, which include the ocean carrier's freight charges plus respondent's fee for pick-up and delivery and any insurance charges. Respondent's tariff of rates and charges are neither filed nor published but may be examined by interested shippers.

Upon the ocean carrier's arrival at discharging port respondent's employees take over the goods on the carrier's pier, and they are then delivered locally by truck, and in some cases in Puerto Rico forwarded to destination by railroad. Cargo forwarded by rail in Puerto Rico is loaded in cars and accompanied by respondent's own messengers who load, seal, and break the seal on the cars.

Respondent's receipt, which constitutes the contract of carriage with the shipper, shows the name of the shipper, the name and address of the consignee, a description and weight of the shipment, and provides that the company

undertakes to forward the goods to the nearest point to the named destination reached by it. The receipt is marked "non-negotiable," has the usual attributes of a non-negotiable bill of lading, and contains a number of terms and conditions and the following statement concerning value:

> VALUE: Shipper accepts the limitation of value as set forth in Paragraph 1 hereof, unless a greater value is stated below.
>
> Declared Value,
>
> ..... Dollars.

Paragraph 1 of the terms and conditions which complainant charges to be unreasonable, unjust, and discriminatory reads as follows:

> In consideration of the rate charged for carrying said property, which is dependent on the value thereof and is based upon an agreed valuation of not more than twenty-five cents per pound, nor more than fifty dollars, unless a greater value is declared at the time of shipment and is stated herein, the shipper agrees that the Company shall not be liable in any event for more than the value so stated nor for more than twenty-five cents per pound, nor more than fifty dollars, unless a greater value is stated herein. No oral declaration, nor statement of value for governmental or customs purposes, nor the presentation of invoices for use in foreign customs, collection of C.O.D. or other purposes, nor the declaration of value for insurance, nor instructions to the Company to insure shall be deemed a declaration of value or shall supplement or amend this contract or alter in any way the liability of the Company for the value as stated or as limited herein and on which the charge for transportation is based. The Company, if liable, shall be liable

for any partial loss or damage only in the proportion that the amount of its maximum liability for total loss bears to the total value of the shipment.

If the shipper declares a value the amount is written on the receipt. If the declared value exceeds $50 and the shipper declines insurance respondent takes out insurance on the shipment for its own protection and charges the shipper 50 cents per $100 of declared value in addition to its transportation charges. If the shipper requests insurance the receipt is so marked and respondent obtains insurance for the benefit of the shipper. The rate for this insurance may be more or less than the 50 cents per $100 uninsured declared-value shipments, depending upon the insurance company's charge for the risk. It thus appears that respondent has one standard transportation rate for limited liability not over $50, as set forth in paragraph 1, quoted above, and this rate is based upon the size, weight, and destination of shipment. If a value higher than $50 is declared and the shipper does not request insurance a surcharge based on declared value is paid; and if the shipper does request insurance a surcharge for the cost of the insurance is paid. Respondent testified that in case of loss it makes claim against the insurance company if insured and against the ocean carrier if uninsured for loss occurring during ocean transit, and that in other cases it settles claims in accordance with the limitation provisions of paragraph 1 quoted above.

We consider, first, whether respondent is a common carrier by water in interstate commerce so as to be subject to the requirement of filing and publishing its schedule of rates and charges pursuant to section 2 of the Intercoastal Act.

The following statutory definition appears in section 1 of the Shipping Act:

> The term "common carrier by water in interstate commerce" means a common carrier engaged in the

> transportation by water of passengers or property on the high seas or the Great Lakes on regular routes from port to port or between one State, Territory, District, or possession of the United States and any other * * * Territory, District, or possession of the United States, or between places in the same Territory, District, or possession.

Respondent's president admits that it is a common carrier, at least for part of its operation, in so far as its own trucks carry shipments from points of origin to the ocean carrier's pier or from pier to destination, but claims that it is not a common carrier "engaged in transportation by water" because it owns nothing that floats and carries nothing across the water. We believe that respondent's status as a "common carrier" does not depend on its ownership or control or means of transportation, but, rather, on the nature of its undertaking with the public which it serves. A time charterer of a vessel undertaking to carry for the public generally is held to be a common carrier although it does not own the carrying vessel. *Pendleton* v. *Benner Line,* 246 U. S. 353 (1918). Carriers contracting for space in railroad cars or on vessels are also common carriers. *Bank of Kentucky* v. *Adams Express Co.,* 93 U. S. 174 (1876); *Agreements 6210, etc.,* 2 U.S.M.C. 166 (1939).

In *Agreement No. 7620,* 2 U.S.M.C. 749 (1947), the Maritime Commission dealt with a contention that under section 1 of the Shipping Act the vessel itself was the common carrier. The Commission rejected this contention, saying:

> Such construction does not accord with the legislative history of the statute, which indicates that the person to be regulated is the common carrier at common law, namely, one who undertakes for hire to

transport the goods of those who may choose to employ him.

The characteristics of a common law common carrier are given by Hutchinson on *Carriers,* 3d ed., vol. 1, sec. 48, as follows:

> (1) He must be engaged in the business of carrying goods for others as a public employment, and must hold himself out as ready to engage in the transportation of goods for persons generally as a business, and not as a casual occupation. (2) He must undertake to carry goods of the kind to which his business is confined. (3) He must undertake to carry by the methods by which his business is conducted and over his established road. (4) The transportation must be for hire. (5) An action must lie against him, if he refuses without sufficient reason to carry such goods for those who are willing to comply with his terms.

With respect to ownership and control over means of transportation the same author continues (sec. 83):

> The law, regardless of forms or names, will look at the real transaction, and if the contract be in fact one for the transportation and delivery of the goods to a consignee, no matter through what agencies it is to be effected, the undertaking will be construed as that of a common carrier.

In section 84 the author quotes from *J. H. Cownie Glove Co.* v. *Merchants' Dispatch Transportation Co.,* 130 Iowa 327 (1906), as follows:

> To constitute a common carrier, it is not essential that the person or corporation undertaking such service own the means of transportation. If the contract is that the goods will be carried and delivered, it makes

> the one so contracting a common carrier, regardless of the name or the ownership of the line or lines over which the service extends.

Respondent claims that since it has the status of a shipper in relation to the ocean carrier and accepts the ocean carrier's usual bill of lading it cannot be a common carrier by water. Respondent expressly claims the status of a "forwarder"[1] in paragraph 4 of the terms and conditions of its receipt or bill of lading, which provides:

> 4. The Express Company shall not be liable for any loss or damage except as FORWARDERS ONLY * * *.

But we deem that respondent's status depends upon the nature of the service offered to the public and not upon its own declarations. *Bank of Kentucky* v. *Adams Express Co., supra,* p. 180. Since it undertakes to transport from door to door it is a common carrier over the entire limits of its route, both the portion over land and the portion over sea. Express companies offering door to door service between points in continental United States and both

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[1] Under our practise a forwarder is a dispatcher and is generally not a common carrier. As a dispatcher it is an "other person subject to this Act" within the definition of section 1 of the Shipping Act and is subject to regulation under General Order No. 72. It is to be noted, however, that in rail transportation two types of forwarders have long been recognized: (1) Those acting merely as shipper's agents to dispatch; and (2) those undertaking to transport to destination. The latter, like Porto Rican Express Company, consolidate and ship their customer's goods under standard railroad bills of lading, paying the published tariff and relinquishing control over shipments during the period of the railroad haul. These have always been held, so far as their customers are concerned, to be common carriers. *Krender* v. *Woolcott,* 1 Hilt. (N. Y.) 223; *Chicago etc. Railroad Co.* v. *Acme Fast Freight, Inc.,* 336 U. S. 465. In 1942, by Chap. 4 of the Interstate Commerce Act, rail forwarders of the common carrier type were subjected to regulation by the Interstate Commerce Commission.

Alaska and Hawaii have long been subject to regulation under the Shipping Act and the Intercoastal Act as common carriers by this Board and its predecessor. Unless respondent's transportation business from continental United States to Puerto Rico is substantially different from the express companies serving Alaska and Hawaii, it should likewise be subject to regulation.

It is suggested that because respondent has no control over the shipments made by it while in the custody of the ocean carrier and because respondent pays the regular published tariff, accepts the regular ocean bill of lading, and has no special contract or arrangement with the ocean carrier, respondent is not a common carrier by water. As already indicated in Note 1, the above elements exist in the case of rail forwarders undertaking to transport to destination, which have been held to be common carriers. As to this type of rail forwarder, the Supreme Court in 1949 said in *Chi., Milw., St. P. & Pac. R. Co.* v. *Acme Fast Freight Line, Inc.*, 336 U. S. 465, at page 485:

> If, on the other hand, the shipment had been entrusted to a forwarder of the second type—i.e., one who contracted to deliver the goods to the consignee at rates set by itself—the forwarder was subjected to common carrier liability for loss or damage whether it or an underlying carrier had been at fault. The fact that the forwarder did not own the carriers whose services it utilized was held to be immaterial. Its undertaking was to deliver the shipment safely at the destination. Common carrier liability was the penalty for failure of fulfilment of that undertaking.

Reference must be made to the earlier decision of the Maritime Commission in *Alaskan Rates,* 2 U.S.M.C. 558, made in 1941, relied on by the examiner, where international Ocean Express System, Inc., operating in the man-

ner in which respondent operates in this case, complained of prejudice and discrimination on the ground that Alaska Steamship Company, the ocean carrier, refused to make an arrangement for reserved space on its vessels with International like the arrangement then in existence between the ocean carrier and Railway Express Agency, Inc. Our predecessors noted that "Railway Express' activities are conducted in a manner substantially similar to those of International," except that International accepted the ocean carriers usual bill of lading and paid the published ocean freight rate, whereas Railway Express had an arrangement or contract with the ocean carrier providing for the equal division of the Express Company's gross freight revenue between the Express Company and the ocean carrier, the ocean carrier issuing no bill of lading or freight bill of its own. The Commission held Railway Express Agency to be a common carrier, apparently on the ground of the special contract that it had with the steamship company, saying "through its contract with Alaska Steamship it has the status of a common carrier by water operating on regular routes from port to port," but held International not a common carrier and not entitled to the same treatment accorded to Express Agency because it did not have a contract with the steamship company. The determination of whether such other company is or is not a common carrier should not depend upon whether it has or has not such a special arrangement.

Although the examiner's recommended decision followed the *Alaskan Rates* case, *supra,* we are unable to agree with the reasoning of the decision in that case, believing, as already indicated, that the common carrier status depends on the nature of what the carrier undertakes or holds itself out to undertake to the general public rather than on the nature of the arrangements which it may make for the performance of its undertaken duty. The latter is, of

course, of no interest or concern to the carrier's customer public. It may be said in passing that the portion of the decision in the *Alaskan Rates* case to which we refer was only a minor incident in an extensive general investigation of water transportation between United States West coast ports and Alaska.

We next consider whether respondent's receipt or bill of lading contains provisions which are unjust, unreasonable, or discriminatory so as to be in violation of sections 16, 17, or 18 of the Shipping Act.

The requirement that the form and substance of receipts and bills of lading of common carriers by water in interstate commerce shall be just and reasonable is contained in part of section 18 of the Shipping Act, as follows:

> Sec. 18. That every common carrier by water in interstate commerce shall establish, observe, and enforce just and reasonable rates, fares, charges, classifications, and tariffs, and just and reasonable regulations and practices relating thereto and to the issuance, form, and substance of tickets, receipts, and bills of lading, the manner and method of presenting, marking, packing, and delivering property for transportation, the carrying of personal, sample, and excess baggage, the facilities for transportation, and all other matters relating to or connected with the receiving, handling, transporting, storing, or delivering of property.

Complainant objects that the limitation of liability clause, already quoted, limiting respondent's liability to $50 for each shipment or 25 cents per pound, whichever is less, is unreasonable on several grounds. It claims that the $50 outside limit is unreasonable because the same dollar limit applies to small shipments as well as large shipments, but value limits in this type of clause need not vary with the

size or shipment of the package. The Carriage of Goods by Sea Act, 46 U.S.C. 1304 (5), contains a limitation clause limiting liability to a fixed amount per package regardless of size.

Complainant next claims that the limitation clause is unreasonable because respondent offers no alternative rate for assuming full liability. It appears, however, that, except for the restrictive clauses criticized below, respondent does offer to assume liability for shipper's full declared value at a higher rate and for this reason the limitation of liability to a fixed sum coupled with the lower rate is not basically objectionable. *Southeastern Express Co.* v. *Pastime Amusement Co.,* 299 U. S. 28 (1936); *Union Pacific Railroad Company* v. *Burke,* 255 U. S. 317 (1921). Complainant further objects to that part of the limitation clause limiting liability for partial loss or damage to the shipment to a pro rata share of its maximum liability under the limited liability provision. It is true that under the Carriage of Goods by Sea Act the authorities hold that any clause reducing the carrier's limit of liability in case of partial loss below the statutory figure of $500 per package is unlawful, *Pan-Am Trade & Credit Corporation et al.* v. *The Campfire et al.,* 156 F. 2d 603 (1946), but the same considerations do not apply here where the carrier is not subject to the provisions of that Act.

We feel, however, that the reduction of the carrier's limit of liability for the complete loss or destruction of a shipment below the figure of $50, as set forth in the clause, is complicated, confusing, and works out to a limit so low when applied to small weight shipments as to be entirely illusory, particularly where it is coupled with the further provision that the maximum liability may be further reduced in case of partial loss. This feature of the limitation clause should, therefore, be eliminated.

We believe the entire receipt should be redrafted in the light of this opinion and in conformity with law, and called a "bill of lading." Besides modifications already indicated, we point out that the last sentence of Paragraph 4 providing "and the Company shall not be liable for any loss, damage or detention of said property or any part thereof from any cause whatever, unless in every case the same be proved to have occurred from the fraud or gross negligence of said Company or its servants" is at variance with current rules of common carrier liability and those relating to the burden of proof in suits against common carriers. Similarly, Paragraph 8, providing that articles of glass are carried at owner's risk, is at variance with such rules.

FINDINGS

We find:

1. That respondent is a common carrier by water in interstate commerce within the meaning of section 1 of the Shipping Act, 1916, as amended.

2. That respondent's present form of contract of carriage issued to shippers contains provisions which are unreasonable, in violation of section 18 of the Shipping Act, 1916, as amended.

3. Respondent's rates, charges, classifications, rules, and regulations shall be published and filed in accordance with section 2 of the Intercoastal Shipping Act, 1933, and respondent shall in all respects comply with section 18 of the Shipping Act, 1916, as amended.

4. That respondent's contract of carriage shall be designated a bill of lading and redrafted in accordance with the findings in this report.

Miscellaneous Documents Not Part of Record.

An order will be entered directing respondent to comply with Findings Nos. 3 and 4 set forth above, within 60 days from the date of this report, and upon receipt of notice of respondent's compliance the proceeding will be discontinued.

By the Board.

[SEAL] (Sgd.) A. J. WILLIAMS,
Secretary.

WASHINGTON, D. C., *February 11, 1952.*

United States Court of Appeals
for the Second Circuit

International Longshoreman's Association, AFL-CIO
and New York Shipping Association, Inc.,
Petitioners,

v.

National Labor Relations Board,
Respondent.

AFFIDAVIT OF SERVICE

STATE OF NEW YORK,
COUNTY OF NEW YORK, ss.:

Nathan Chambers, being duly sworn, deposes and says that he is over the age of 18 years, is not a party to the action, and resides at 510 Atlantic Avenue, Brooklyn, New York

That on January 23, 1976, he served 1 copies of Appendix Vols. I and 2, and 2 copies of Briefs of Petitioners on International Longshoremen's Association, Afl-CIO and New YOrk Shipping Association, Inc.,

on: J. Warren Mangan, Esq.,
32-43 49th Street
Long Island City, 11103

by delivering to and leaving same with a proper person or persons in charge of the office or offices at the above address or addresses during the usual business hours of said day.

Nathan Chambers

Sworn to before me this 23d
day of January, 1976

JOHN V. D'ESPOSITO
Notary Public, State of New York
No. [illegible]
Qualified in [illegible] County
Commission Expires March 30, 1976

United States Court of Appeals
for the Second Circuit

International Longshoremen's Association, AFL-CIO
and New York Shipping Association, Inc.,
Petitioners,

v.

National Labor Relations Board,
Respondent.

AFFIDAVIT OF SERVICE

STATE OF NEW YORK,
COUNTY OF NEW YORK, ss.:

Raymond Edgeworth, being duly sworn, deposes and says that he is over the age of 18 years, is not a party to the action, and resides at 315 Ovington Avenue, Brooklyn, New York, 11209

That on January 23, 1976, he served 1 copies of Appendix Vols 1 and 2, and 2 copies of briefs of Petitioners International Longshoremen's Association, AFL-CIO and New York Shipping Association, Inc.,

on: John Irving
General Counsel
Robert Giannasi
Assistant General Counsel
National Labor Relations Board
1717 Pennsylvania Avenue, NW
Washington, D.C. 20570

Martin D. Schneiderman,
Stephe & Johnson
1250 Connecticut Avenue, NW
Washington, D.C. 20036

Allan I Mendelsohn, Esq.,
Glassie Pewett Beebe & Shanks
1819 "H" Street, N.W.
Washington, D. C. 20006

by delivering to and leaving same with a proper person or persons in charge of the office or offices at the above address or addresses during the usual business hours of said day.

Raymond Edgeworth

Sworn to before me this
23rd day of January, 1976

John V. DeSposito

JOHN V. DESPOSITO
Notary Public, State of New York
No. 30-7253506
Qualified in Nassau County
Commission Expires March 30, 1976